

DECLARATION OF DENNIS PORTER

I, Dennis Porter, declare as follows:

1. I am an owner of Porter Brothers, Inc., located at 1285 N. Fiesta Blvd., Gilbert, AZ 85233. Porter Brothers provides construction and general commercial contracting services in Arizona, California, Colorado, Nevada, New Mexico, Texas, and Utah.

2. Porter Brothers hired Paragon Contractors Corporation as a subcontractor for at least three jobs between March 2013 and April 2015. True and correct copies of the contracts and proposals for these three jobs are attached as Exhibit A. Brian Jessop was the estimator for Paragon. Don Jessop was the foreman for Paragon at a couple of the jobsites. (He was by the far, the best foreman and the most cooperative to work with.) We maintain firm contact information for our subcontractors in our database. Our contact information for Paragon is attached as Exhibit B. Our points of contact for Paragon were Brian Jessop and Jake Barlow. We also maintain vendor information for our subcontractors. Our vendor information for Paragon is attached as Exhibit C. Finally, we obtain W-9's from our subcontractors. Paragon's W-9 is attached hereto as Exhibit D. It is signed by Benjamin Barlow.

3. In May 2015, we received a bid from the same individuals we worked with at Paragon, but under the company name Par 2 Contractors, LLC. My office assistant sent an email to Brian Jessop on May 1, 2015, asking for a new W-9 form since his company name changed. This email is attached as Exhibit E. Jake Barlow responded the same day, cc'ing Brian Jessop, and he attached a new W-9 for Par 2. Between May 2015 and June 2016 we hired Par 2 as a subcontractor for at least five jobs. True and correct copies of those contracts are attached hereto as Exhibit F. Typically, when we sent bid requests to Par 2 we sent them to Brian Jessop. The bids we received

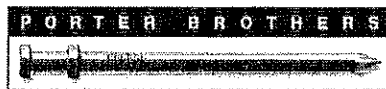
from Par 2 have Brian Jessop's name at the bottom of them. As far as I know, Brian Jessop continued to be the estimator for Par 2. The contact information we maintain for Par 2 is attached as Exhibit G. Our points of contact for Par 2 are Brian Jessop, Jake Barlow, and Keith Dutson. We also communicated with Don Jessop, as owner of Par 2. The vendor information we have for Par 2 is also attached as Exhibit H.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge and belief.

Executed this 14 day of September 2017.

A handwritten signature in black ink, appearing to read 'Dennis Porter', is written over a horizontal line.

Dennis Porter



Porter Bros., Inc. dba Porter Brothers
1285 N. Fiesta Blvd. Gilbert, AZ 85233
480-545-7272 Fax: 480-545-2822
www.porterbrothers.com

AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

Subcontract #: PB15025578 (Subcontractor number must appear on all invoices)

This agreement is made 4/29/2015 by and between

CONTRACTOR: Porter Bros., Inc.
1285 N. Fiesta Blvd.
Gilbert, AZ 85233
Phone: 480-545-7272 Fax: 480-545-2822

and

SUBCONTRACTOR: Paragon Contractors Corporation (Referred to herein as "Subcontractor")
PO Box 841665
Hildale, UT 84784
Phone: 435-874-1310 Fax: 435-874-1311
Contact: Brian Jessop

The Contractor has made a contract with the Owner for construction of the Project dated 03/09/2015

OWNER: Troy & Judith Williams
1702 S. Val Vista Drive Suite 101
Mesa, AZ 85204

PROJECT: Braces R Us Mesa, AZ
1010 S. Crismon Road
Mesa, AZ -

ARCHITECT: RP Heim, Architect
619 Stonehedge Way
Twin Falls, ID 83301

Scope of Work

This subcontract is issued to Subcontractor for the furnishing and installation of the following work indicated or implied in the Contract Documents for the above listed Project.

The Scope of work shall include but not be limited to:

Provide all material, equipment and labor necessary to complete the rough carpentry per plans, specifications and proposal. To include TI Framing and truss repair.

All work shall be performed in a workmanship like manner, consistent with the Contract Documents, and in accordance with all governing authorities having jurisdiction over the work.

Subcontract Sum

Contractor agrees to pay the Subcontractor the sum of **Twenty-Six Thousand Six Hundred Fifty And 00/100**
\$ 26,650.00 referred to as the Subcontract Sum herein.

Exhibit A

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Date of Commencement

Time being of the essence, Subcontractor agrees to begin the work including submitting shop drawings, samples, literature, etc. within five (5) calendar days after being notified by Contractor to proceed. Subcontractor shall diligently and continuously complete the work in cooperation and coordination with the other work being performed on the Project so as not to delay the commencement, progress, or completion of the work or of the Project. Subcontractor further agrees to complete the work as required by the construction schedule. Subcontractor agrees that the work will be performed promptly and efficiently, without delaying other aspects of the work; and, if necessary, will complete certain parts of the work in preference to others if directed by Contractor. The construction schedule, and any amendments or modifications, become a part of this subcontract.

Date of Substantial Completion

The Subcontractor must be substantially completed with the work under this subcontract as required by the construction schedule.

Contract Documents

Contract Documents shall be available for inspection and copying at Contractor's office and shall include this subcontract, the conditions of the contract between the owner and the Contractor (general, supplementary and other conditions), and the drawings, specifications and any addenda and modifications to the drawings or specifications. Subcontractor is presumed familiar with the Contract Documents and existing site/building conditions prior to the execution of this subcontract. It is the Subcontractor's responsibility to obtain such copies of the Contract Documents as it requires from the General Contractor.

Contractor and Subcontractor agree to the following conditions:

Work, Materials and Equipment

Subcontractor warrants that all equipment or materials and equipment furnished pursuant to this Subcontract are new, suited for the purpose intended, free from faults and defects, and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective and subject to rejection.

If, within one year after the date of final acceptance of the Project by the Owner, any of the Subcontractor's work or materials is found not to be in accordance with the requirements of the Contract Documents, the Subcontractor shall correct the work or materials within the time period directed when notified by Contractor. Should Subcontractor fail to correct such defective work or materials properly and in the time period specified, the Contractor may make corrections at the Subcontractor's expense. The one-year period shall in no way be construed as a period of limitation.

Indemnification

To the fullest extent permitted by law, Subcontractor will defend, indemnify, and hold Owner and Contractor and their agents and employees harmless from any loss arising out of or resulting from the performance of this subcontract by Subcontractor or any of Subcontractor's materialmen or subcontractors, even if the loss was partially caused by the negligence of Owner or Contractor, unless the loss was occasioned by the sole negligence of Owner or Contractor. For purposes of this section, "loss" includes all claims, demands, damages, losses, expenses, and liability, statutory or otherwise, of any kind or nature, for any bodily injury, sickness, disease, or death, or damage to property, arising out of or resulting from the performance of work by Subcontractor or any of Subcontractor's materialmen or subcontractors. Subcontractor expressly waives any "exclusive remedy" provision of worker's compensation or other statutory or common law that might otherwise affect this section.

Subcontractor Responsibility

Subcontractor will pay, when due, all claims for labor, materials, equipment, fringe benefits, insurance premiums, sales and payroll taxes, and/or subcontracts applied on, used in, or furnished pursuant to this Subcontract, and, upon request, shall furnish satisfactory evidence to Contractor of same. Subcontractor is required to comply with all governmental labor laws. Subcontractor will prevent the filing of any lien of laborers, mechanics, or materialmen, or attachments, garnishments, or suits involving the title of the property of the Project. If any claims or liens have been made against the Project arising out of labor or materials furnished

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pursuant to this subcontract, Contractor may, at its discretion, withhold amounts otherwise due or to become due to Subcontractor to cover said claims or liens and any costs or expenses which may arise out of same, including without limitation Contractor's reasonable attorney's fees and expenses. This right of Contractor shall be in addition to any other right or remedy of Contractor. Subcontractor agrees to cause the release of any such claim or lien from the title to the Project within ten (10) calendar days after Contractor delivers written demand to do so. If Subcontractor fails to do so, Contractor is authorized to purchase a bond at twice the amount of the claim, lien, or attachment or use whatever means is necessary to cause said claim, lien, or attachment, together with its effect upon the title to be removed, discharged, satisfied, compromised, or dismissed. The costs thereof, including but not limited to the cost of the bond and Contractor's reasonable attorney's fees and expenses shall become immediately due to Contractor from Subcontractor. Contractor shall have the right to withhold and deduct all such costs from amounts otherwise due Subcontractor.

Warranty

In addition to the requirements of this subcontract, Subcontractor shall be subject to the same duties, obligations and warranties as Contractor under the Contract Documents.

Insurance

Prior to commencing construction, Subcontractor will provide Contractor with an insurance certificate naming Contractor as additional insured and a copy of a current Worker's Compensation insurance certificate.

All insurance certificates on general liability, automobile liability, excess/umbrella liability, and worker's compensation shall be submitted Contractor's office with this executed contract, prior to commencing work. Subcontractor must provide a general liability insurance limit of \$1 million each occurrence / \$2 million general aggregate, an automobile limit of \$1 million combined single limit, an excess umbrella of \$1 million each occurrence and \$1 million aggregate, and a worker's compensation policy that includes and employers' liability limit of \$1 million each accident / \$1 million policy limit / \$1 million each employee. The worker's compensation certificate must include a waiver of subrogation. The general liability certificate must include primary & non contributory, waiver of subrogation, and forms CG 20 10 and CG 20 37 (edition date 07/04 or equivalent) Additional Insured Endorsement, which shows Contractor and Owner as additional insureds on job specific or any and all projects, including completed work. Any subcontractor of the Subcontractor in this contract must carry insurance in like form and amount, and must comply with the additional insured requirements set forth above, listing Contractor and Owner as an additional insured on the project, including completed work. No payment is due under this Subcontractor until the certificates required herein are delivered to Contractor.

Any Subcontractor providing professional services (including but not limited to Engineers and Architects) must have professional liability coverage of at least \$1 million in place with an A or better rated carrier. Contractor is to be named as the additional insured, and the certificate must include the attachment.

Any of the above described insurance policies shall contain a provision that the insurance company or its designee must give the Contractor written notice: (a) 30 days before coverage is non-renewed by the insurance company and (b) within 10 business days after cancelation of coverage by the insurance company. In addition, if any insurance policy required is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled for non-payment or any other reason, the Subcontractor shall give the Contractor written notice within 3 business days upon actual or constructive knowledge of such condition. The Subcontractor agrees to discontinue work on the project until the required insurance has been reinstated and a new certificate has been provided to the Contractor.

Waiver of Subrogation

Contractor and Subcontractor waive all rights against a) each other, including any agents, employees and sub-subcontractors and b) Owner and Architect, and their agents, employees, subcontractors, or sub-subcontractors for fire or any other damage caused or any other losses incurred to the extent that the Prime contract has property insurance coverage applicable to the work, except the rights as they may have to the insurance proceeds held through the Owner as fiduciary. Subcontractor shall require subrogation waivers of a similar nature by endorsement or otherwise from all its subcontractors, employees, or agents. If the policies of insurance require an endorsement to provide for continued coverage when a waiver of subrogation is in place, the policy owners will cause this endorsement. A waiver of subrogation shall be effective even though the party would otherwise have a contractual or other duty of indemnification, whether or not the insurance premium was

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paid directly or indirectly by the party, and whether or not the party has an insurable interest in the damaged property.

Bond

If required, Subcontractor shall furnish to Contractor, surety bonds to assure performance and to guarantee Subcontractor payment requirements related to Subcontractor Work. Cost of the bond shall be paid by Subcontractor. The surety must be approved by the Contractor.

Payment Requirements

Subcontractor will submit its application for payment on the 25th of the month. Subcontractor invoicing is to include a schedule of values with an affidavit. Invoices from Subcontractor must be received by Contractor at least two (2) days prior to application date to be considered for payment. The period covered by each application for payment shall be through the application date of each month. Joint checks will be made to suppliers and subcontractors as 20-day preliminary notices are received, unless other arrangements are made in writing with Contractor.

Progress Payments

All progress payments are conditioned upon the Subcontractor furnishing Contractor 1) a signed copy of this Subcontract; 2) Contractor's standard progress lien waiver and release; 3) Prevailing Wage Statements, if required; 4) proof of insurance as required; and 4) notarized lien waiver and release forms from Subcontractor's subcontractors, materialmen, suppliers and laborers, as required. Partial payments of the Subcontract Sum shall be made in the amount of the value of the work completed each period as directed by Contractor on estimates made by Subcontractor and approved by Contractor, Owner, Architect, and Owner's Agent and each shall be payable within ten (10) calendar days after payment is received by Contractor from Owner, provided that, if Contractor does not receive payment from Owner on its application, progress payment will not be made to Subcontractor. If Contractor receives partial payment from the Owner on its application, the corresponding percentage of the Subcontractor payment due will be paid. Payment by Owner to Contractor is an express condition precedent to payment by Contractor to Subcontractor and Subcontractor agrees to look solely to the funds paid by Owner to Contractor for Subcontractor's work for payment hereunder. Subcontractor assumes the risk of nonpayment by the owner due to insolvency or other inability to pay. Contractor shall retain 10% percent of all partial payments of the Subcontract Sum until completion of all work by Contractor and acceptance by Owner.

Payment by Contractor shall not be construed to be an acceptance of defective work or improper material.

Final Payment

Final Payment constituting the unpaid balance of the Subcontract Sum shall be made by Contractor to Subcontractor when Subcontractor's work is fully performed in accordance with the requirements of the Contract Documents, when all such work is accepted by Contractor and Owner, and ten (10) calendar days after such payment is received by Contractor from Owner. If Contractor does not receive payment from the Owner on its application, final payment will not be made to Subcontractor. If Contractor receives partial payment from Owner on its application, the corresponding percentage of the Subcontractor payment due will be paid. Payment by Owner to Contractor is an express condition precedent to payment by Contractor to Subcontractor and Subcontractor agrees to look solely to the funds paid by Owner to Contractor for Subcontractor's work for payment hereunder. Subcontractor assumes the risk of nonpayment by the Owner due to insolvency or other inability to pay. Before and as additional conditions to Contractor's issuance of Final Payment, Subcontractor shall provide Contractor the following: 1) signed and notarized standard unconditional final lien waiver; 2) signed and notarized unconditional final lien waivers from Subcontractor's subcontractors, suppliers, laborers and materialmen as required; 3) completion of all punch list requirements (punch list items must be completed within seven (7) calendar days of notification); and 4) any other close out requirement contained in the Contract Documents or required by law. The acceptance by the Subcontractor of its Final Payment shall be and operate as a release to Contractor of all claims and all liability to the Subcontractor for all things done or furnished or relating to the work and for every act of alleged neglect of Contractor arising out of the Subcontract work.

Contractor may withhold from any progress payment or final payment otherwise due to Subcontractor, any amount necessary in Contractor's opinion to protect it from loss on account of Subcontractor's failure to fully comply with any requirement of this subcontract, including but not limited to: 1) defective work not remedied; 2)

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third party claims filed or reasonable evidence indicating probable filing of such claims; 3) failure of Subcontractor to make payments properly to sub-subcontractors or for labor, materials or equipment; 4) reasonable evidence that work cannot be completed for the unpaid balance of the Subcontract Sum; 5) reasonable evidence that the work will not be completed within the Subcontract time; or 6) failure to carry out work in accordance with the Subcontract Documents.

Payment by Contractor shall not be construed to be an acceptance of defective work or improper material.

Time Extension

If Subcontractor's work is materially delayed, hindered, interfered with or suspended by an event, condition or cause that would entitle Contractor to an extension of time under its contract with Owner, Subcontractor's sole and exclusive remedy is to request a time extension under this Subcontract. Subcontractor's right to a time extension for the above said event, condition or cause shall be expressly contingent on and subject to the following three conditions precedent: 1) Subcontractor shall have filed with Contractor a written notice of Subcontractor's intent to claim a time extension within 48 hours of the commencement of the delaying condition, or other cause; 2) Subcontractor shall have filed with Contractor a written claim for such time extension that otherwise complies with the requisites for making such a claim under the Contract Documents; and 3) Contractor actually obtains a time extension for such event, condition, or cause under the Contract Documents.

If Subcontractor's work is materially delayed, hindered, interfered with or suspended by any acts or omissions of Contractor or its subcontractors or suppliers, Subcontractor's sole and exclusive remedy is to request a time extension under this Subcontract. Subcontractor's right to a time extension for the above said hindrances, interferences or suspensions shall be expressly contingent on and subject to the condition precedent that Subcontractor shall have filed with Contractor a written notice of Subcontractor's intent to claim a time extension within 48 hours of the commencement of the delaying event, or any other cause. No other time extensions shall be granted to Subcontractor under this Contract.

Payment for Damages for Delay

No payment or compensation of any kind shall be made to Subcontractor for damages of any type because of hindrance or delay from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable unless Contractor has first recovered additional compensation for same on behalf of Subcontractor from Owner. Apart from Contractor's recovery from Owner, Subcontractor's sole and exclusive remedy for any delay shall be an extension in the performance time of Subcontractor's work as set forth previously.

If the work is delayed or terminated by any party, Contractor is not responsible to Subcontractor for any payment on labor, materials, equipment, Sub-subcontractor, overhead, lost profit or any other amounts related to work not performed. Furthermore, Contractor and Subcontractor waive all claims against each other for consequential damages relating to or arising out of this Subcontract, including any consequential damages due to Owner's delay or termination of the Work.

Additional Requirements

Subcontractor must have a competent designated foreman on site at all times when work is being performed.

Subcontractor is responsible for its own clean up. Failure to do so within forty-eight (48) hours of notification will result in Contractor completing this portion of work and back-charging Subcontractor. Subcontractor is responsible and required to make safe, clean-up, and haul off from the jobsite on a daily basis all debris, packaging, crating, rubbish, and excess materials, resulting from the work of this Subcontract.

Subcontractor is responsible to comply with all safety and O.S.H.A. requirements. Subcontractor's jobsite foreman will be responsible for Subcontractor's safety compliance and shall attend Contractor's weekly safety meetings.

Subcontractor is responsible for maintaining its own Hazardous Material information on site. Subcontractor is responsible for dust control, SWPPP's, track out, and other governmental requirements as required by the authorities for Subcontractor operation. Subcontractor shall comply with all applicable governmental laws, rules,

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and regulations of whatever nature (including but not limited to OSHA regulations, safety issues, environmental, and governmental requirements such as to dust and track out control, Storm Water Pollution Prevention Plan, and LEED requirements, if applicable). If Contractor is assessed any tax, fine, or penalty by any governmental entity or agency, including but not limited to fines or penalties assessed under OSHA, as a result of acts or violations committed by Subcontractor, its employees, agents, independent contractors or materialmen, Contractor shall be entitled to immediate reimbursement from Subcontractor in the amount of said fine, assessment and penalty and shall be entitled to deduct said amount from any amounts due Subcontractor hereunder.

If Contractor accepts material delivery for Subcontractor, Contractor is not responsible for the condition of said material. Contractor will not be responsible for any Subcontractor material or equipment not installed on site under the scope of this Subcontract. All said items will be the responsibility of the Subcontractor until properly installed.

Subcontractor shall respect and protect all other Subcontractors work in the performance of its own duties of this contract. To avoid conflict, Subcontractor will cooperate and coordinate scheduling and installation with Contractor and its subcontractors to ensure the timely successful completion of Project.

Change Orders

No Change Orders will be paid without written approval from Contractor's Project Managers. Field Superintendents will verify work only and do not have the authority to authorize expenditures without Project Manager approval. Overhead and profit on Change Orders is limited to 12% unless otherwise indicated on Contract Documents. Contractor reserves the right to confirm actual costs. Any dispute regarding extras by Subcontractor must be brought to Contractor's attention immediately. If a dispute for extras is not settled by the Subcontractor and Contractor, it must be the subject of a written claim by the Subcontractor to Contractor, made within twenty-one (21) calendar days of the date that the extra was incurred by the Subcontractor. If said claim is not settled, it shall be deemed denied. If the Subcontractor wishes to pursue the claim further, it may only do so by filing a demand of arbitration pursuant to the terms of this contract.

Assignment

Subcontractor shall not assign the whole or any part of Subcontractor Work or this Subcontract Agreement without prior written approval of Contractor.

Claim

A Claim is a demand or assertion by Subcontractor seeking any remedy under, or enforcement of, or adjustment or interpretation of, this Subcontract, or seeking any money or other relief relating in any way to the Project or Subcontractor's work on the Project. Claims shall be made initially to Contractor in writing within twenty-one (21) calendar days of the event or occurrence giving rise to the Claim. If written notice of the claim is not provided within twenty-one days, the Claim is waived. If the Claim is not resolved, or if forty-five (45) calendar days pass without a response from Contractor, the Subcontractor must file a demand for arbitration with Contractor. Such demand for arbitration must be filed within twenty-one (21) days of the Contractor's rejection of the claim, or within sixty (60) days of the initial notice of claim if no response is made.

Once a demand for arbitration is filed, Contractor may request mediation as a precondition to the arbitration. Such demand by Contractor may be made anytime prior to the arbitration hearing. If demand for mediation is made, Contractor and Subcontractor shall attempt to agree on a mediator to hear the Claim. If the parties cannot agree on a mediator, the Contractor shall select an agency or company to appoint a mediator, such as the American Arbitration Association, or some similar agency or company. Any agreement reached in mediation can be enforced as a settlement agreement in any court of competent jurisdiction.

If mediation is not requested or if the mediation fails, Contractor and Subcontractor shall attempt to agree on an arbitrator to hear the claim. If the parties cannot agree to an arbitrator, the Contractor shall select an agency or company to appoint the arbitrator such as the American Arbitration Association, or some similar agency or company. Any arbitration proceedings brought pursuant to this subcontract must be brought in Maricopa County, Arizona and any arbitration award shall be final and binding. The Arbitrator shall have authority to award the prevailing party its reasonable attorney's fees and other costs incurred in prosecuting and/or defending the Claim, together with the pre-award or post-award interest. All work by Subcontractor shall proceed during the

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processing of the Claim and arbitration. Any arbitration award can be enforced in any court of competent jurisdiction.

If Subcontractor defaults or persistently fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provisions of the Contract, Contractor, after five (5) calendar days of written notice to Subcontractor and without prejudice to any other remedy it may have, may take over the work of Subcontractor in its entirety, or in part, and may deduct the cost thereof, including compensation for additional services made necessary thereby, from payment then or thereafter due Subcontractor. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the work, such excess shall be paid to the Subcontractor, but if such expense exceeds such unpaid balance, Subcontractor shall pay the difference to Contractor.

Termination by Owner

If the Owner terminates the Contract for the Owner's convenience, Contractor shall promptly notify Subcontractor in writing of the termination and direct Subcontractor as required in the notice. Subcontractor shall notify its subcontractors and suppliers of the termination, and stop such on-going work and stop any pending purchase orders as necessary.

In the case of an Owner's termination for convenience, Subcontractor shall be entitled to payment for work performed, but only to the extent that the Contractor is paid for such work by Owner.

Integration

This subcontract supersedes all prior bids, correspondences, facsimiles, negotiations, or other communications, and, together with the Contract Documents, constitutes the entire agreement between Subcontractor and Contractor. Conditions and representations, oral or written, that are inconsistent with this Subcontract shall be of no effect unless mutually agreed to are in writing and signed by Subcontractor and Contractor.

Applicable Law

The Subcontract shall be governed by Arizona law.

Exhibits

The following Exhibits are incorporated by reference and made part of this Agreement:

Exhibit A: List of drawings, specifications, addenda, soils report, etc.

Exhibit B: Other, if any

Issued by Contractor by: 

Preston Porter, Project Manager

On 5-15-15 (Date)

Accepted by:  - PPS

Name and Title

On 5-15-15 (Date)

Of: **Paragon Contractors Corporation**

Arizona Projects only:

Arizona Transaction Privilege Tax Type (TPT): Modification _____ Initial

Invoice

DATE	INVOICE #
4/25/15	PBBRUF425

BILL TO
PORTER BROS. INC 1285 N FIESTA BLVD GILBERT, AZ 85233

P.O. NO.	TERMS	PROJECT
		BracesRUs

DESCRIPTION	QTY	RATE	AMOUNT
Framing Subcontract for the Braces R Us Office Building			
Original Contract		21000.00	21,000.00
Braces R Us TI Framing		5,150.00	5,150.00
TOTAL			\$26,150.00



Paragon Contractors Corporation
1065 W. Utah Ave Box 841665
Hildale, UT 84784
Phone: 435-874-1310
"Symbol of Excellence"

Invoice

To:
 Porter Brothers
 1285 N. Fiesta Blvd.
 Gilbert, AZ 85233
 P: 480-545-7272
 F: 480-545-2822

INVOICE DATE: April 27, 2015
INVOICE NUMBER: PBBRUF427

		P.O. NUMBER	PROJECT	TERMS
			Braces R US	
QUANTITY	DESCRIPTION	RATE		AMOUNT
	Repair trusses delivered 1' too short	\$500		\$500
TOTAL				\$500

THANK YOU FOR YOUR BUSINESS!



Porter Bros., Inc. dba Porter Brothers
1285 N. Fiesta Blvd. Gilbert, AZ 85233
480-545-7272 Fax: 480-545-2822
www.porterbrothers.com

AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

Subcontract #: SR13015578 (Subcontractor number must appear on all invoices)

This agreement is made 3/28/2013 by and between

CONTRACTOR: Porter Bros., Inc.
1285 N. Fiesta Blvd.
Gilbert, AZ 85233
Phone: 480-545-7272 Fax: 480-545-2822

and

SUBCONTRACTOR: Paragon Contractors Corporation (Referred to herein as "Subcontractor")
PO Box 841665
Hildale, UT 84784
Phone: 435-874-1310 Fax: 435-874-1311
Contact: Brian Jessop

The Contractor has made a contract with the Owner for construction of the Project dated 02/25/2013

OWNER: Salt Lake City Hotel Group III, LLC
7255 E. Hampton Avenue, Suite 122
Mesa, AZ 85208

PROJECT: Courtyard - Lehi
2950 W Clubhouse Drive
Lehi, UT 84043

ARCHITECT:

Scope of Work

This subcontract is issued to Subcontractor for the furnishing and installation of the following work indicated or implied in the Contract Documents for the above listed Project.

The Scope of work shall include but not be limited to:

Provide all material, equipment and labor necessary to complete the rough framing and the complete fabrication and installation of steel components. Provide all wood backing for all trades. Roof decking to be 5/8" OSB. Shop drawings and submittals required for sheathing, LVL, TJIs, GLBs. All work to be performed within OSHA safety standard methods. All work is to be per plan, specification, attached proposal and "instructions to bidders" list noted as "Exhibit B", and Addenda 1,2,3,4, & 5. Any changes to plans and specifications must first have written approval from GC. To include sections: 50 12 00, 05 40 00, 05 50 00, 05 52 00, 06 1000 and 06 17 53.

All work shall be performed in a workmanship like manner, consistent with the Contract Documents, and in accordance with all governing authorities having jurisdiction over the work.

Subcontract Sum

Subcontract #: SR13015578

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Contractor agrees to pay the Subcontractor the sum of **Seven Hundred Thirty-Five Thousand Six Hundred Nine And 00/100 \$ 735,609.00** referred to as the Subcontract Sum herein.

Date of Commencement

Time being of the essence, Subcontractor agrees to begin the work including submitting shop drawings, samples, literature, etc. within five (5) calendar days after being notified by Contractor to proceed. Subcontractor shall diligently and continuously complete the work in cooperation and coordination with the other work being performed on the Project so as not to delay the commencement, progress, or completion of the work or of the Project. Subcontractor further agrees to complete the work as required by the construction schedule. Subcontractor agrees that the work will be performed promptly and efficiently, without delaying other aspects of the work; and, if necessary, will complete certain parts of the work in preference to others if directed by Contractor. The construction schedule, and any amendments or modifications, become a part of this subcontract.

Date of Substantial Completion

The Subcontractor must be substantially completed with the work under this subcontract as required by the construction schedule.

Contract Documents

Contract Documents shall be available for inspection and copying at Contractor's office and shall include this subcontract, the conditions of the contract between the owner and the Contractor (general, supplementary and other conditions), and the drawings, specifications and any addenda and modifications to the drawings or specifications. Subcontractor is presumed familiar with the Contract Documents and existing site/building conditions prior to the execution of this subcontract. It is the Subcontractor's responsibility to obtain such copies of the Contract Documents as it requires from the General Contractor.

Contractor and Subcontractor agree to the following conditions:

Work, Materials and Equipment

Subcontractor warrants that all equipment or materials and equipment furnished pursuant to this Subcontract are new, suited for the purpose intended, free from faults and defects, and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective and subject to rejection.

If, within one year after the date of final acceptance of the Project by the Owner, any of the Subcontractor's work or materials is found not to be in accordance with the requirements of the Contract Documents, the Subcontractor shall correct the work or materials within the time period directed when notified by Contractor. Should Subcontractor fail to correct such defective work or materials properly and in the time period specified, the Contractor may make corrections at the Subcontractor's expense. The one-year period shall in no way be construed as a period of limitation.

Indemnification

To the fullest extent permitted by law, Subcontractor will defend, indemnify, and hold Owner and Contractor and their agents and employees harmless from any loss arising out of or resulting from the performance of this subcontract by Subcontractor or any of Subcontractor's materialmen or subcontractors, even if the loss was partially caused by the negligence of Owner or Contractor, unless the loss was occasioned by the sole negligence of Owner or Contractor. For purposes of this section, "loss" includes all claims, demands, damages, losses, expenses, and liability, statutory or otherwise, of any kind or nature, for any bodily injury, sickness, disease, or death, or damage to property, arising out of or resulting from the performance of work by Subcontractor or any of Subcontractor's materialmen or subcontractors. Subcontractor expressly waives any "exclusive remedy" provision of worker's compensation or other statutory or common law that might otherwise affect this section.

Subcontractor Responsibility

Subcontractor will pay, when due, all claims for labor, materials, equipment, fringe benefits, insurance premiums, sales and payroll taxes, and/or subcontracts applied on, used in, or furnished pursuant to this Subcontract, and, upon request, shall furnish satisfactory evidence to Contractor of same. Subcontractor is

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required to comply with all governmental labor laws. Subcontractor will prevent the filing of any lien of laborers, mechanics, or materialmen, or attachments, garnishments, or suits involving the title of the property of the Project. If any claims or liens have been made against the Project arising out of labor or materials furnished pursuant to this subcontract, Contractor may, at its discretion, withhold amounts otherwise due or to become due to Subcontractor to cover said claims or liens and any costs or expenses which may arise out of same, including without limitation Contractor's reasonable attorney's fees and expenses. This right of Contractor shall be in addition to any other right or remedy of Contractor. Subcontractor agrees to cause the release of any such claim or lien from the title to the Project within ten (10) calendar days after Contractor delivers written demand to do so. If Subcontractor fails to do so, Contractor is authorized to purchase a bond at twice the amount of the claim, lien, or attachment or use whatever means is necessary to cause said claim, lien, or attachment, together with its effect upon the title to be removed, discharged, satisfied, compromised, or dismissed. The costs thereof, including but not limited to the cost of the bond and Contractor's reasonable attorney's fees and expenses shall become immediately due to Contractor from Subcontractor. Contractor shall have the right to withhold and deduct all such costs from amounts otherwise due Subcontractor.

Warranty

In addition to the requirements of this subcontract, Subcontractor shall be subject to the same duties, obligations and warranties as Contractor under the Contract Documents.

Insurance

Prior to commencing construction, Subcontractor will provide Contractor with an insurance certificate naming Contractor as additional insured and a copy of a current Worker's Compensation insurance certificate.

All insurance certificates on general liability, automobile liability, excess/umbrella liability, and worker's compensation shall be submitted Contractor's office with this executed contract, prior to commencing work. Subcontractor must provide a general liability insurance limit of \$1 million each occurrence / \$2 million general aggregate, an automobile limit of \$1 million combined single limit, an excess umbrella of \$1 million each occurrence and \$1 million aggregate, and a worker's compensation policy that includes and employers' liability limit of \$1 million each accident / \$1 million policy limit / \$1 million each employee. The worker's compensation certificate must include a waiver of subrogation. The general liability certificate must include primary & non contributory, waiver of subrogation, and forms CG 20 10 and CG 20 37 (edition date 07/04 or equivalent) Additional Insured Endorsement, which shows Contractor and Owner as additional insureds on job specific or any and all projects, including completed work. Any subcontractor of the Subcontractor in this contract must carry insurance in like form and amount, and must comply with the additional insured requirements set forth above, listing Contractor and Owner as an additional insured on the project, including completed work. No payment is due under this Subcontractor until the certificates required herein are delivered to Contractor.

Any Subcontractor providing professional services (including but not limited to Engineers and Architects) must have professional liability coverage of at least \$1 million in place with an A or better rated carrier. Contractor is to be named as the additional insured, and the certificate must include the attachment.

Any of the above described insurance policies shall contain a provision that the insurance company or its designee must give the Contractor written notice: (a) 30 days before coverage is non-renewed by the insurance company and (b) within 10 business days after cancellation of coverage by the insurance company. In addition, if any insurance policy required is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled for non-payment or any other reason, the Subcontractor shall give the Contractor written notice within 3 business days upon actual or constructive knowledge of such condition. The Subcontractor agrees to discontinue work on the project until the required insurance has been reinstated and a new certificate has been provided to the Contractor.

Waiver of Subrogation

Contractor and Subcontractor waive all rights against a) each other, including any agents, employees and sub-subcontractors and b) Owner and Architect, and their agents, employees, subcontractors, or sub-subcontractors for fire or any other damage caused or any other losses incurred to the extent that the Prime contract has property insurance coverage applicable to the work, except the rights as they may have to the insurance proceeds held through the Owner as fiduciary. Subcontractor shall require subrogation waivers of a similar nature by endorsement or otherwise from all its subcontractors, employees, or agents. If the policies of

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insurance require an endorsement to provide for continued coverage when a waiver of subrogation is in place, the policy owners will cause this endorsement. A waiver of subrogation shall be effective even though the party would otherwise have a contractual or other duty of indemnification, whether or not the insurance premium was paid directly or indirectly by the party, and whether or not the party has an insurable interest in the damaged property.

Bond

If required, Subcontractor shall furnish to Contractor, surety bonds to assure performance and to guarantee Subcontractor payment requirements related to Subcontractor Work. Cost of the bond shall be paid by Subcontractor. The surety must be approved by the Contractor.

Payment Requirements

Subcontractor will submit its application for payment on the 25th of the month. Subcontractor invoicing is to include a schedule of values with an affidavit. Invoices from Subcontractor must be received by Contractor at least two (2) days prior to application date to be considered for payment. The period covered by each application for payment shall be through the application date of each month. Joint checks will be made to suppliers and subcontractors as 20-day preliminary notices are received, unless other arrangements are made in writing with Contractor.

Progress Payments

All progress payments are conditioned upon the Subcontractor furnishing Contractor 1) a signed copy of this Subcontract; 2) Contractor's standard progress lien waiver and release; 3) Prevailing Wage Statements, if required; 4) proof of insurance as required; and 4) notarized lien waiver and release forms from Subcontractor's subcontractors, materialmen, suppliers and laborers, as required. Partial payments of the Subcontract Sum shall be made in the amount of the value of the work completed each period as directed by Contractor on estimates made by Subcontractor and approved by Contractor, Owner, Architect, and Owner's Agent and each shall be payable within ten (10) calendar days after payment is received by Contractor from Owner, provided that, if Contractor does not receive payment from Owner on its application, progress payment will not be made to Subcontractor. If Contractor receives partial payment from the Owner on its application, the corresponding percentage of the Subcontractor payment due will be paid. Payment by Owner to Contractor is an express condition precedent to payment by Contractor to Subcontractor and Subcontractor agrees to look solely to the funds paid by Owner to Contractor for Subcontractor's work for payment hereunder. Subcontractor assumes the risk of nonpayment by the owner due to insolvency or other inability to pay. Contractor shall retain 5.0000 percent of all partial payments of the Subcontract Sum until completion of all work by Contractor and acceptance by Owner.

Payment by Contractor shall not be construed to be an acceptance of defective work or improper material.

Final Payment

Final Payment constituting the unpaid balance of the Subcontract Sum shall be made by Contractor to Subcontractor when Subcontractor's work is fully performed in accordance with the requirements of the Contract Documents, when all such work is accepted by Contractor and Owner, and ten (10) calendar days after such payment is received by Contractor from Owner. If Contractor does not receive payment from the Owner on its application, final payment will not be made to Subcontractor. If Contractor receives partial payment from Owner on its application, the corresponding percentage of the Subcontractor payment due will be paid. Payment by Owner to Contractor is an express condition precedent to payment by Contractor to Subcontractor and Subcontractor agrees to look solely to the funds paid by Owner to Contractor for Subcontractor's work for payment hereunder. Subcontractor assumes the risk of nonpayment by the Owner due to insolvency or other inability to pay. Before and as additional conditions to Contractor's issuance of Final Payment, Subcontractor shall provide Contractor the following: 1) signed and notarized standard unconditional final lien waiver; 2) signed and notarized unconditional final lien waivers from Subcontractor's subcontractors, suppliers, laborers and materialmen as required; 3) completion of all punch list requirements (punch list items must be completed within seven (7) calendar days of notification); and 4) any other close out requirement contained in the Contract Documents or required by law. The acceptance by the Subcontractor of its Final Payment shall be and operate as a release to Contractor of all claims and all liability to the Subcontractor for all things done or furnished or relating to the work and for every act of alleged neglect of Contractor arising out of the Subcontract work.

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Contractor may withhold from any progress payment or final payment otherwise due to Subcontractor, any amount necessary in Contractor's opinion to protect it from loss on account of Subcontractor's failure to fully comply with any requirement of this subcontract, including but not limited to: 1) defective work not remedied; 2) third party claims filed or reasonable evidence indicating probable filing of such claims; 3) failure of Subcontractor to make payments properly to sub-subcontractors or for labor, materials or equipment; 4) reasonable evidence that work cannot be completed for the unpaid balance of the Subcontract Sum; 5) reasonable evidence that the work will not be completed within the Subcontract time; or 6) failure to carry out work in accordance with the Subcontract Documents.

Payment by Contractor shall not be construed to be an acceptance of defective work or improper material.

Time Extension

If Subcontractor's work is materially delayed, hindered, interfered with or suspended by an event, condition or cause that would entitle Contractor to an extension of time under its contract with Owner, Subcontractor's sole and exclusive remedy is to request a time extension under this Subcontract. Subcontractor's right to a time extension for the above said event, condition or cause shall be expressly contingent on and subject to the following three conditions precedent: 1) Subcontractor shall have filed with Contractor a written notice of Subcontractor's intent to claim a time extension within 48 hours of the commencement of the delaying condition, or other cause; 2) Subcontractor shall have filed with Contractor a written claim for such time extension that otherwise complies with the requisites for making such a claim under the Contract Documents; and 3) Contractor actually obtains a time extension for such event, condition, or cause under the Contract Documents.

If Subcontractor's work is materially delayed, hindered, interfered with or suspended by any acts or omissions of Contractor or its subcontractors or suppliers, Subcontractor's sole and exclusive remedy is to request a time extension under this Subcontract. Subcontractor's right to a time extension for the above said hindrances, interferences or suspensions shall be expressly contingent on and subject to the condition precedent that Subcontractor shall have filed with Contractor a written notice of Subcontractor's intent to claim a time extension within 48 hours of the commencement of the delaying event, or any other cause. No other time extensions shall be granted to Subcontractor under this Contract.

Payment for Damages for Delay

No payment or compensation of any kind shall be made to Subcontractor for damages of any type because of hindrance or delay from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable unless Contractor has first recovered additional compensation for same on behalf of Subcontractor from Owner. Apart from Contractor's recovery from Owner, Subcontractor's sole and exclusive remedy for any delay shall be an extension in the performance time of Subcontractor's work as set forth previously.

If the work is delayed or terminated by any party, Contractor is not responsible to Subcontractor for any payment on labor, materials, equipment, Sub-subcontractor, overhead, lost profit or any other amounts related to work not performed. Furthermore, Contractor and Subcontractor waive all claims against each other for consequential damages relating to or arising out of this Subcontract, including any consequential damages due to Owner's delay or termination of the Work.

Additional Requirements

Subcontractor must have a competent designated foreman on site at all times when work is being performed.

Subcontractor is responsible for its own clean up. Failure to do so within forty-eight (48) hours of notification will result in Contractor completing this portion of work and back-charging Subcontractor. Subcontractor is responsible and required to make safe, clean-up, and haul off from the jobsite on a daily basis all debris, packaging, crating, rubbish, and excess materials, resulting from the work of this Subcontract.

Subcontractor is responsible to comply with all safety and O.S.H.A. requirements. Subcontractor's jobsite foreman will be responsible for Subcontractor's safety compliance and shall attend Contractor's weekly safety meetings.

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Subcontractor is responsible for maintaining its own Hazardous Material information on site. Subcontractor is responsible for dust control, SWPPP's, track out, and other governmental requirements as required by the authorities for Subcontractor operation. Subcontractor shall comply with all applicable governmental laws, rules, and regulations of whatever nature (including but not limited to OSHA regulations, safety issues, environmental, and governmental requirements such as to dust and track out control, Storm Water Pollution Prevention Plan, and LEED requirements, if applicable). If Contractor is assessed any tax, fine, or penalty by any governmental entity or agency, including but not limited to fines or penalties assessed under OSHA; as a result of acts or violations committed by Subcontractor, its employees, agents, independent contractors or materialmen, Contractor shall be entitled to immediate reimbursement from Subcontractor in the amount of said fine, assessment and penalty and shall be entitled to deduct said amount from any amounts due Subcontractor hereunder.

If Contractor accepts material delivery for Subcontractor, Contractor is not responsible for the condition of said material. Contractor will not be responsible for any Subcontractor material or equipment not installed on site under the scope of this Subcontract. All said items will be the responsibility of the Subcontractor until properly installed.

Subcontractor shall respect and protect all other Subcontractors work in the performance of its own duties of this contract. To avoid conflict, Subcontractor will cooperate and coordinate scheduling and installation with Contractor and its subcontractors to ensure the timely successful completion of Project.

Change Orders

No Change Orders will be paid without written approval from Contractor's Project Managers. Field Superintendents will verify work only and do not have the authority to authorize expenditures without Project Manager approval. Overhead and profit on Change Orders is limited to 12% unless otherwise indicated on Contract Documents. Contractor reserves the right to confirm actual costs. Any dispute regarding extras by Subcontractor must be brought to Contractor's attention immediately. If a dispute for extras is not settled by the Subcontractor and Contractor, it must be the subject of a written claim by the Subcontractor to Contractor, made within twenty-one (21) calendar days of the date that the extra was incurred by the Subcontractor. If said claim is not settled, it shall be deemed denied. If the Subcontractor wishes to pursue the claim further, it may only do so by filing a demand of arbitration pursuant to the terms of this contract.

Assignment

Subcontractor shall not assign the whole or any part of Subcontractor Work or this Subcontract Agreement without prior written approval of Contractor.

Claim

A Claim is a demand or assertion by Subcontractor seeking any remedy under, or enforcement of, or adjustment or interpretation of, this Subcontract, or seeking any money or other relief relating in any way to the Project or Subcontractor's work on the Project. Claims shall be made initially to Contractor in writing within twenty-one (21) calendar days of the event or occurrence giving rise to the Claim. If written notice of the claim is not provided within twenty-one days, the Claim is waived. If the Claim is not resolved, or if forty-five (45) calendar days pass without a response from Contractor, the Subcontractor must file a demand for arbitration with Contractor. Such demand for arbitration must be filed within twenty-one (21) days of the Contractor's rejection of the claim, or within sixty (60) days of the initial notice of claim if no response is made.

Once a demand for arbitration is filed, Contractor may request mediation as a precondition to the arbitration. Such demand by Contractor may be made anytime prior to the arbitration hearing. If demand for mediation is made, Contractor and Subcontractor shall attempt to agree on a mediator to hear the Claim. If the parties cannot agree on a mediator, the Contractor shall select an agency or company to appoint a mediator, such as the American Arbitration Association, or some similar agency or company. Any agreement reached in mediation can be enforced as a settlement agreement in any court of competent jurisdiction.

If mediation is not requested or if the mediation fails, Contractor and Subcontractor shall attempt to agree on an arbitrator to hear the claim. If the parties cannot agree to an arbitrator, the Contractor shall select an agency or company to appoint the arbitrator such as the American Arbitration Association, or some similar agency or company. Any arbitration proceedings brought pursuant to this subcontract must be brought in Maricopa

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County, Arizona and any arbitration award shall be final and binding. The Arbitrator shall have authority to award the prevailing party its reasonable attorney's fees and other costs incurred in prosecuting and/or defending the Claim, together with the pre-award or post-award interest. All work by Subcontractor shall proceed during the processing of the Claim and arbitration. Any arbitration award can be enforced in any court of competent jurisdiction.

If Subcontractor defaults or persistently fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provisions of the Contract, Contractor, after five (5) calendar days of written notice to Subcontractor and without prejudice to any other remedy it may have, may take over the work of Subcontractor in its entirety, or in part, and may deduct the cost thereof, including compensation for additional services made necessary thereby, from payment then or thereafter due Subcontractor. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the work, such excess shall be paid to the Subcontractor, but if such expense exceeds such unpaid balance, Subcontractor shall pay the difference to Contractor.

Termination by Owner

If the Owner terminates the Contract for the Owner's convenience, Contractor shall promptly notify Subcontractor in writing of the termination and direct Subcontractor as required in the notice. Subcontractor shall notify its subcontractors and suppliers of the termination, and stop such on-going work and stop any pending purchase orders as necessary.

In the case of an Owner's termination for convenience, Subcontractor shall be entitled to payment for work performed, but only to the extent that the Contractor is paid for such work by Owner.

Integration

This subcontract supersedes all prior bids, correspondences, facsimiles, negotiations, or other communications, and, together with the Contract Documents, constitutes the entire agreement between Subcontractor and Contractor. Conditions and representations, oral or written, that are inconsistent with this Subcontract shall be of no effect unless mutually agreed to be in writing and signed by Subcontractor and Contractor.

Applicable Law

The Subcontract shall be governed by Arizona law.

Exhibits

The following Exhibits are incorporated by reference and made part of this Agreement:

Exhibit A: List of drawings, specifications, addenda, soils report, etc.

Exhibit B: Other, if any

Issued by Contractor by: 

Ryan Hardy, Project Manager

Dennis Porter, Pres.

On 6-4-13

Date

Accepted by: 

Name and Title

on 5-25-13

Date

Of: Paragon Contractors Corporation



PARAGON CONTRACTORS CORPORATION

PO BOX 841665

HILDALE, UTAH 84784

PH. 435-874-1310

FAX 435-874-1311

"Symbol of Excellence"

FRAMING PROPOSAL

March 23, 2013

Submitted to: Porter Brothers
 1285 N. Fiesta Blvd.
 Gilbert, Arizona 85233
 Phone: (480) 545-7272
 Fax: (480) 545-2822
 E: ryan@porterbrothers.com
 ATTN: Ryan

Courtyard Marriott Lehi, Utah

We hereby propose to furnish **rough carpentry** for The Courtyard Marriott Suites in Lehi, Utah as per drawings by The Richardson Design Partnership, L.L.C. dated 1/02/13.

Proposal includes:

Labor & fasteners (nails), Lumber, Joists & Beams, Trusses, Simpson hardware (except embedded), ATS System including embeds (Simpson or equal), Titan (or similar) @ interior shear walls

Proposal excludes:

All steel supply & erection (including shop-fab hangers, etc.), Doors, Windows & window wrap, Fir Downs, All Gypsum, 2x2 fir out walls, Embedded bolts, Straps, etc., Garbage removal from jobsite

Steel Includes:

Beams, Columns, detailing, guardrail, grabrail, roof & elevator pit ladder, elevator beam & ladder, dumpster posts & gates, bollards, shop primer, anchor bolts & assembly nuts for structural steel, sump grate for pool drain & elevator pit (no stainless or aluminum), L brackets for trellis

Steel Excludes:

Specialty metals (stainless, brass, aluminum, etc.), Sheet metal, Sump grate @ laundry = \$600

Work shall be completed in a timely fashion and project site relating to rough carpentry will be left in an orderly condition.

Total Proposal

Windows

2x2 Fir out wall option

Structural Steel (with additional beams & erection)

Misc. Steel

EWP PACKAGE
STEEL INSPECTIONS

Respectfully,
 Brian Jessop
 pcctrades@gmail.com

FRAMING TOTAL

\$610,852

~~\$6900~~~~\$15,200~~

\$109,500

\$9,657

\$3,000
\$2,000

= \$610,852

3000
\$613,852

STEEL TOTAL = 109,500
9,657
600
2000

\$121,757

Instructions for bidding framing

Please verify you have included the following items in your bid for the Lehi Courtyard. This will be attached as an exhibit to the contract. Thanks

1. Please include all non embedded hardware per plan and spec including the Simpson ATS system
2. Please include Titan anchor bolts in lieu of any wedge anchors at all sill plates
3. Please include all equipment to complete the scope of work
4. All built up bearing headers are to be a "box" style i.e. 2X on the top and bottom
5. All not bearing headers are to be double 2X.
6. All backing is to be included for all of the following locations
 - a. Bathroom accessories
 - b. All Millwork
 - c. ½" x 2" plywood strips on one side of all corridor door openings
 - d. ¾" plywood at all exterior sign locations
 - e. Behind all wall mounted door stops (all doors)
 - f. ¾" plywood 8" wide by the length of the window plus 4 feet
 - g. All other wall mounted equipment
7. Daily house keeping is required
8. 5/8" OSB at roof decks and crickets
9. Crickets per roof plan to be overbuilds
10. 3" x 3" x ¼" plate washers and nuts at all anchor bolts
11. All through bolts at structural steel
12. Please figure on installing the interior sheer after other subcontractors rough-in
13. On walls where interior sheer is required and only a portion of the wall in the room is to receive the sheer, please figure on furring out the remaining studs
14. Provide layout so that all studs on 2nd, 3rd, and 4th floor align
15. Running the sill plate through all door openings and removing after the walls are secured



Porter Bros., Inc. dba Porter Brothers
1285 N. Fiesta Blvd. Gilbert, AZ 85233
480-545-7272 Fax: 480-545-2822
www.porterbrothers.com

AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

Subcontract #: SR14025578 (Subcontractor number must appear on all invoices)

This agreement is made 10/24/2014 by and between

CONTRACTOR: Porter Bros., Inc.
1285 N. Fiesta Blvd.
Gilbert, AZ 85233
Phone: 480-545-7272 Fax: 480-545-2822

and

SUBCONTRACTOR: Paragon Contractors Corporation (Referred to herein as "Subcontractor")
PO Box 841665
Hildale, UT 84784
Phone: 435-874-1310 Fax: 435-874-1311
Contact: Brian Jessop

The Contractor has made a contract with the Owner for construction of the Project dated

OWNER: Gateway Hospitality Group, LLC
7255 E. Hampton Avenue, Suite 122
Mesa, AZ 85209

PROJECT: Marriott Courtyard Mesa
6907 E Ray Road
Mesa, AZ 85212

ARCHITECT: The Richardson Design LLC
510 South 600 East
Salt Lake City, UT 84102

Scope of Work

This subcontract is issued to Subcontractor for the furnishing and installation of the following work indicated or implied in the Contract Documents for the above listed Project.

The Scope of work shall include but not be limited to:

Provide all material, equipment and labor necessary to complete the rough framing. Provide all wood backing for all trades. Roof decking to be 5/8" OSB. Shop drawings and submittals required for sheathing, LVL, TJIs, GLBs. All work to be performed within OSHA safety standard methods. All work is to be per plan, specification, attached proposal and "instructions to bidders" list noted as "Exhibit B", and Addenda 1. Any changes to plans and specifications must first have written approval from GC. To include sections: 06 1000 and 06 17 53.

All work shall be performed in a workmanship like manner, consistent with the Contract Documents, and in accordance with all governing authorities having jurisdiction over the work.

Subcontract Sum

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Contractor agrees to pay the Subcontractor the sum of **Six Hundred Twenty-Three Thousand Three Hundred Fifty-Three And 00/100 \$ 623,353.00** referred to as the Subcontract Sum herein.

Date of Commencement

Time being of the essence, Subcontractor agrees to begin the work including submitting shop drawings, samples, literature, etc. within five (5) calendar days after being notified by Contractor to proceed. Subcontractor shall diligently and continuously complete the work in cooperation and coordination with the other work being performed on the Project so as not to delay the commencement, progress, or completion of the work or of the Project. Subcontractor further agrees to complete the work as required by the construction schedule. Subcontractor agrees that the work will be performed promptly and efficiently, without delaying other aspects of the work; and, if necessary, will complete certain parts of the work in preference to others if directed by Contractor. The construction schedule, and any amendments or modifications, become a part of this subcontract.

Date of Substantial Completion

The Subcontractor must be substantially completed with the work under this subcontract as required by the construction schedule.

Contract Documents

Contract Documents shall be available for inspection and copying at Contractor's office and shall include this subcontract, the conditions of the contract between the owner and the Contractor (general, supplementary and other conditions), and the drawings, specifications and any addenda and modifications to the drawings or specifications. Subcontractor is presumed familiar with the Contract Documents and existing site/building conditions prior to the execution of this subcontract. It is the Subcontractor's responsibility to obtain such copies of the Contract Documents as it requires from the General Contractor.

Contractor and Subcontractor agree to the following conditions:

Work, Materials and Equipment

Subcontractor warrants that all equipment or materials and equipment furnished pursuant to this Subcontract are new, suited for the purpose intended, free from faults and defects, and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective and subject to rejection.

If, within one year after the date of final acceptance of the Project by the Owner, any of the Subcontractor's work or materials is found not to be in accordance with the requirements of the Contract Documents, the Subcontractor shall correct the work or materials within the time period directed when notified by Contractor. Should Subcontractor fail to correct such defective work or materials properly and in the time period specified, the Contractor may make corrections at the Subcontractor's expense. The one-year period shall in no way be construed as a period of limitation.

Indemnification

To the fullest extent permitted by law, Subcontractor will defend, indemnify, and hold Owner and Contractor and their agents and employees harmless from any loss arising out of or resulting from the performance of this subcontract by Subcontractor or any of Subcontractor's materialmen or subcontractors, even if the loss was partially caused by the negligence of Owner or Contractor, unless the loss was occasioned by the sole negligence of Owner or Contractor. For purposes of this section, "loss" includes all claims, demands, damages, losses, expenses, and liability, statutory or otherwise, of any kind or nature, for any bodily injury, sickness, disease, or death, or damage to property, arising out of or resulting from the performance of work by Subcontractor or any of Subcontractor's materialmen or subcontractors. Subcontractor expressly waives any "exclusive remedy" provision of worker's compensation or other statutory or common law that might otherwise affect this section.

Subcontractor Responsibility

Subcontractor will pay, when due, all claims for labor, materials, equipment, fringe benefits, insurance premiums, sales and payroll taxes, and/or subcontracts applied on, used in, or furnished pursuant to this

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Subcontract, and, upon request, shall furnish satisfactory evidence to Contractor of same. Subcontractor is required to comply with all governmental labor laws. Subcontractor will prevent the filing of any lien of laborers, mechanics, or materialmen, or attachments, garnishments, or suits involving the title of the property of the Project. If any claims or liens have been made against the Project arising out of labor or materials furnished pursuant to this subcontract, Contractor may, at its discretion, withhold amounts otherwise due or to become due to Subcontractor to cover said claims or liens and any costs or expenses which may arise out of same, including without limitation Contractor's reasonable attorney's fees and expenses. This right of Contractor shall be in addition to any other right or remedy of Contractor. Subcontractor agrees to cause the release of any such claim or lien from the title to the Project within ten (10) calendar days after Contractor delivers written demand to do so. If Subcontractor fails to do so, Contractor is authorized to purchase a bond at twice the amount of the claim, lien, or attachment or use whatever means is necessary to cause said claim, lien, or attachment, together with its effect upon the title to be removed, discharged, satisfied, compromised, or dismissed. The costs thereof, including but not limited to the cost of the bond and Contractor's reasonable attorney's fees and expenses shall become immediately due to Contractor from Subcontractor. Contractor shall have the right to withhold and deduct all such costs from amounts otherwise due Subcontractor.

Warranty

In addition to the requirements of this subcontract, Subcontractor shall be subject to the same duties, obligations and warranties as Contractor under the Contract Documents.

Insurance

Prior to commencing construction, Subcontractor will provide Contractor with an insurance certificate naming Contractor as additional insured and a copy of a current Worker's Compensation insurance certificate.

All insurance certificates on general liability, automobile liability, excess/umbrella liability, and worker's compensation shall be submitted Contractor's office with this executed contract, prior to commencing work. Subcontractor must provide a general liability insurance limit of \$1 million each occurrence / \$2 million general aggregate, an automobile limit of \$1 million combined single limit, an excess umbrella of \$1 million each occurrence and \$1 million aggregate, and a worker's compensation policy that includes and employers' liability limit of \$1 million each accident / \$1 million policy limit / \$1 million each employee. The worker's compensation certificate must include a waiver of subrogation. The general liability certificate must include primary & non contributory, waiver of subrogation, and forms CG 20 10 and CG 20 37 (edition date 07/04 or equivalent) Additional Insured Endorsement, which shows Contractor and Owner as additional insureds on job specific or any and all projects, including completed work. Any subcontractor of the Subcontractor in this contract must carry insurance in like form and amount, and must comply with the additional insured requirements set forth above, listing Contractor and Owner as an additional insured on the project, including completed work. No payment is due under this Subcontractor until the certificates required herein are delivered to Contractor.

Any Subcontractor providing professional services (including but not limited to Engineers and Architects) must have professional liability coverage of at least \$1 million in place with an A or better rated carrier. Contractor is to be named as the additional insured, and the certificate must include the attachment.

Any of the above described insurance policies shall contain a provision that the insurance company or its designee must give the Contractor written notice: (a) 30 days before coverage is non-renewed by the insurance company and (b) within 10 business days after cancelation of coverage by the insurance company. In addition, if any insurance policy required is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled for non-payment or any other reason, the Subcontractor shall give the Contractor written notice within 3 business days upon actual or constructive knowledge of such condition. The Subcontractor agrees to discontinue work on the project until the required insurance has been reinstated and a new certificate has been provided to the Contractor.

Waiver of Subrogation

Contractor and Subcontractor waive all rights against a) each other, including any agents, employees and sub-subcontractors and b) Owner and Architect, and their agents, employees, subcontractors, or sub-subcontractors for fire or any other damage caused or any other losses incurred to the extent that the Prime contract has property insurance coverage applicable to the work, except the rights as they may have to the insurance proceeds held through the Owner as fiduciary. Subcontractor shall require subrogation waivers of a similar

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nature by endorsement or otherwise from all its subcontractors, employees, or agents. If the policies of insurance require an endorsement to provide for continued coverage when a waiver of subrogation is in place, the policy owners will cause this endorsement. A waiver of subrogation shall be effective even though the party would otherwise have a contractual or other duty of indemnification, whether or not the insurance premium was paid directly or indirectly by the party, and whether or not the party has an insurable interest in the damaged property.

Bond

If required, Subcontractor shall furnish to Contractor, surety bonds to assure performance and to guarantee Subcontractor payment requirements related to Subcontractor Work. Cost of the bond shall be paid by Subcontractor. The surety must be approved by the Contractor.

Payment Requirements

Subcontractor will submit its application for payment on the 25th of the month. Subcontractor invoicing is to include a schedule of values with an affidavit. Invoices from Subcontractor must be received by Contractor at least two (2) days prior to application date to be considered for payment. The period covered by each application for payment shall be through the application date of each month. Joint checks will be made to suppliers and subcontractors as 20-day preliminary notices are received, unless other arrangements are made in writing with Contractor.

Progress Payments

All progress payments are conditioned upon the Subcontractor furnishing Contractor 1) a signed copy of this Subcontract; 2) Contractor's standard progress lien waiver and release; 3) Prevailing Wage Statements, if required; 4) proof of insurance as required; and 4) notarized lien waiver and release forms from Subcontractor's subcontractors, materialmen, suppliers and laborers, as required. Partial payments of the Subcontract Sum shall be made in the amount of the value of the work completed each period as directed by Contractor on estimates made by Subcontractor and approved by Contractor, Owner, Architect, and Owner's Agent and each shall be payable within ten (10) calendar days after payment is received by Contractor from Owner, provided that, if Contractor does not receive payment from Owner on its application, progress payment will not be made to Subcontractor. If Contractor receives partial payment from the Owner on its application, the corresponding percentage of the Subcontractor payment due will be paid. Payment by Owner to Contractor is an express condition precedent to payment by Contractor to Subcontractor and Subcontractor agrees to look solely to the funds paid by Owner to Contractor for Subcontractor's work for payment hereunder. Subcontractor assumes the risk of nonpayment by the owner due to insolvency or other inability to pay. Contractor shall retain 10% percent of all partial payments of the Subcontract Sum until completion of all work by Contractor and acceptance by Owner.

Payment by Contractor shall not be construed to be an acceptance of defective work or improper material.

Final Payment

Final Payment constituting the unpaid balance of the Subcontract Sum shall be made by Contractor to Subcontractor when Subcontractor's work is fully performed in accordance with the requirements of the Contract Documents, when all such work is accepted by Contractor and Owner, and ten (10) calendar days after such payment is received by Contractor from Owner. If Contractor does not receive payment from the Owner on its application, final payment will not be made to Subcontractor. If Contractor receives partial payment from Owner on its application, the corresponding percentage of the Subcontractor payment due will be paid. Payment by Owner to Contractor is an express condition precedent to payment by Contractor to Subcontractor and Subcontractor agrees to look solely to the funds paid by Owner to Contractor for Subcontractor's work for payment hereunder. Subcontractor assumes the risk of nonpayment by the Owner due to insolvency or other inability to pay. Before and as additional conditions to Contractor's issuance of Final Payment, Subcontractor shall provide Contractor the following: 1) signed and notarized standard unconditional final lien waiver; 2) signed and notarized unconditional final lien waivers from Subcontractor's subcontractors, suppliers, laborers and materialmen as required; 3) completion of all punch list requirements (punch list items must be completed within seven (7) calendar days of notification); and 4) any other close out requirement contained in the Contract Documents or required by law. The acceptance by the Subcontractor of its Final Payment shall be and operate as a release to Contractor of all claims and all liability to the Subcontractor for all things done or furnished or relating to the work and for every act of alleged neglect of Contractor arising out of the Subcontract work.

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Contractor may withhold from any progress payment or final payment otherwise due to Subcontractor, any amount necessary in Contractor's opinion to protect it from loss on account of Subcontractor's failure to fully comply with any requirement of this subcontract, including but not limited to: 1) defective work not remedied; 2) third party claims filed or reasonable evidence indicating probable filing of such claims; 3) failure of Subcontractor to make payments properly to sub-subcontractors or for labor, materials or equipment; 4) reasonable evidence that work cannot be completed for the unpaid balance of the Subcontract Sum; 5) reasonable evidence that the work will not be completed within the Subcontract time; or 6) failure to carry out work in accordance with the Subcontract Documents.

Payment by Contractor shall not be construed to be an acceptance of defective work or improper material.

Time Extension

If Subcontractor's work is materially delayed, hindered, interfered with or suspended by an event, condition or cause that would entitle Contractor to an extension of time under its contract with Owner, Subcontractor's sole and exclusive remedy is to request a time extension under this Subcontract. Subcontractor's right to a time extension for the above said event, condition or cause shall be expressly contingent on and subject to the following three conditions precedent: 1) Subcontractor shall have filed with Contractor a written notice of Subcontractor's intent to claim a time extension within 48 hours of the commencement of the delaying condition, or other cause; 2) Subcontractor shall have filed with Contractor a written claim for such time extension that otherwise complies with the requisites for making such a claim under the Contract Documents; and 3) Contractor actually obtains a time extension for such event, condition, or cause under the Contract Documents.

If Subcontractor's work is materially delayed, hindered, interfered with or suspended by any acts or omissions of Contractor or its subcontractors or suppliers, Subcontractor's sole and exclusive remedy is to request a time extension under this Subcontract. Subcontractor's right to a time extension for the above said hindrances, interferences or suspensions shall be expressly contingent on and subject to the condition precedent that Subcontractor shall have filed with Contractor a written notice of Subcontractor's intent to claim a time extension within 48 hours of the commencement of the delaying event, or any other cause. No other time extensions shall be granted to Subcontractor under this Contract.

Payment for Damages for Delay

No payment or compensation of any kind shall be made to Subcontractor for damages of any type because of hindrance or delay from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable unless Contractor has first recovered additional compensation for same on behalf of Subcontractor from Owner. Apart from Contractor's recovery from Owner, Subcontractor's sole and exclusive remedy for any delay shall be an extension in the performance time of Subcontractor's work as set forth previously.

If the work is delayed or terminated by any party, Contractor is not responsible to Subcontractor for any payment on labor, materials, equipment, Sub-subcontractor, overhead, lost profit or any other amounts related to work not performed. Furthermore, Contractor and Subcontractor waive all claims against each other for consequential damages relating to or arising out of this Subcontract, including any consequential damages due to Owner's delay or termination of the Work.

Additional Requirements

Subcontractor must have a competent designated foreman on site at all times when work is being performed.

Subcontractor is responsible for its own clean up. Failure to do so within forty-eight (48) hours of notification will result in Contractor completing this portion of work and back-charging Subcontractor. Subcontractor is responsible and required to make safe, clean-up, and haul off from the jobsite on a daily basis all debris, packaging, crating, rubbish, and excess materials, resulting from the work of this Subcontract.

Subcontractor is responsible to comply with all safety and O.S.H.A. requirements. Subcontractor's jobsite foreman will be responsible for Subcontractor's safety compliance and shall attend Contractor's weekly safety meetings.

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Subcontractor is responsible for maintaining its own Hazardous Material information on site. Subcontractor is responsible for dust control, SWPPP's, track out, and other governmental requirements as required by the authorities for Subcontractor operation. Subcontractor shall comply with all applicable governmental laws, rules, and regulations of whatever nature (including but not limited to OSHA regulations, safety issues, environmental, and governmental requirements such as to dust and track out control, Storm Water Pollution Prevention Plan, and LEED requirements, if applicable). If Contractor is assessed any tax, fine, or penalty by any governmental entity or agency, including but not limited to fines or penalties assessed under OSHA, as a result of acts or violations committed by Subcontractor, its employees, agents, independent contractors or materialmen, Contractor shall be entitled to immediate reimbursement from Subcontractor in the amount of said fine, assessment and penalty and shall be entitled to deduct said amount from any amounts due Subcontractor hereunder.

If Contractor accepts material delivery for Subcontractor, Contractor is not responsible for the condition of said material. Contractor will not be responsible for any Subcontractor material or equipment not installed on site under the scope of this Subcontract. All said items will be the responsibility of the Subcontractor until properly installed.

Subcontractor shall respect and protect all other Subcontractors work in the performance of its own duties of this contract. To avoid conflict, Subcontractor will cooperate and coordinate scheduling and installation with Contractor and its subcontractors to ensure the timely successful completion of Project.

Change Orders

No Change Orders will be paid without written approval from Contractor's Project Managers. Field Superintendents will verify work only and do not have the authority to authorize expenditures without Project Manager approval. Overhead and profit on Change Orders is limited to 12% unless otherwise indicated on Contract Documents. Contractor reserves the right to confirm actual costs. Any dispute regarding extras by Subcontractor must be brought to Contractor's attention immediately. If a dispute for extras is not settled by the Subcontractor and Contractor, it must be the subject of a written claim by the Subcontractor to Contractor, made within twenty-one (21) calendar days of the date that the extra was incurred by the Subcontractor. If said claim is not settled, it shall be deemed denied. If the Subcontractor wishes to pursue the claim further, it may only do so by filing a demand of arbitration pursuant to the terms of this contract.

Assignment

Subcontractor shall not assign the whole or any part of Subcontractor Work or this Subcontract Agreement without prior written approval of Contractor.

Claim

A Claim is a demand or assertion by Subcontractor seeking any remedy under, or enforcement of, or adjustment or interpretation of, this Subcontract, or seeking any money or other relief relating in any way to the Project or Subcontractor's work on the Project. Claims shall be made initially to Contractor in writing within twenty-one (21) calendar days of the event or occurrence giving rise to the Claim. If written notice of the claim is not provided within twenty-one days, the Claim is waived. If the Claim is not resolved, or if forty-five (45) calendar days pass without a response from Contractor, the Subcontractor must file a demand for arbitration with Contractor. Such demand for arbitration must be filed within twenty-one (21) days of the Contractor's rejection of the claim, or within sixty (60) days of the initial notice of claim if no response is made.

Once a demand for arbitration is filed, Contractor may request mediation as a precondition to the arbitration. Such demand by Contractor may be made anytime prior to the arbitration hearing. If demand for mediation is made, Contractor and Subcontractor shall attempt to agree on a mediator to hear the Claim. If the parties cannot agree on a mediator, the Contractor shall select an agency or company to appoint a mediator, such as the American Arbitration Association, or some similar agency or company. Any agreement reached in mediation can be enforced as a settlement agreement in any court of competent jurisdiction.

If mediation is not requested or if the mediation fails, Contractor and Subcontractor shall attempt to agree on an arbitrator to hear the claim. If the parties cannot agree to an arbitrator, the Contractor shall select an agency or company to appoint the arbitrator such as the American Arbitration Association, or some similar agency or

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company. Any arbitration proceedings brought pursuant to this subcontract must be brought in Maricopa County, Arizona and any arbitration award shall be final and binding. The Arbitrator shall have authority to award the prevailing party its reasonable attorney's fees and other costs incurred in prosecuting and/or defending the Claim, together with the pre-award or post-award interest. All work by Subcontractor shall proceed during the processing of the Claim and arbitration. Any arbitration award can be enforced in any court of competent jurisdiction.

If Subcontractor defaults or persistently fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provisions of the Contract, Contractor, after five (5) calendar days of written notice to Subcontractor and without prejudice to any other remedy it may have, may take over the work of Subcontractor in its entirety, or in part, and may deduct the cost thereof, including compensation for additional services made necessary thereby, from payment then or thereafter due Subcontractor. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the work, such excess shall be paid to the Subcontractor, but if such expense exceeds such unpaid balance, Subcontractor shall pay the difference to Contractor.

Termination by Owner

If the Owner terminates the Contract for the Owner's convenience, Contractor shall promptly notify Subcontractor in writing of the termination and direct Subcontractor as required in the notice. Subcontractor shall notify its subcontractors and suppliers of the termination, and stop such on-going work and stop any pending purchase orders as necessary.

In the case of an Owner's termination for convenience, Subcontractor shall be entitled to payment for work performed, but only to the extent that the Contractor is paid for such work by Owner.

Integration

This subcontract supersedes all prior bids, correspondences, facsimiles, negotiations, or other communications, and, together with the Contract Documents, constitutes the entire agreement between Subcontractor and Contractor. Conditions and representations, oral or written, that are inconsistent with this Subcontract shall be of no effect unless mutually agreed to be in writing and signed by Subcontractor and Contractor.

Applicable Law

The Subcontract shall be governed by Arizona law.

Exhibits

The following Exhibits are incorporated by reference and made part of this Agreement:

Exhibit A: List of drawings, specifications, addenda, soils report, etc.

Exhibit B: Other, if any

Issued by Contractor by: 

Ryan Hardy, Project Manager

Chase Porter

On 12/23/14

Date

Accepted by:  - PRES

Name and Title

on 11-07-14

Date

Of: Paragon Contractors Corporation



PARAGON CONTRACTORS CORPORATION

PO BOX 841665

HILDALE, UTAH 84784

PH. 435-874-1310

FAX 435-874-1311

"Symbol of Excellence"

FRAMING PROPOSAL

October 9, 2014

Submitted to: Porter Brothers
1285 N. Fiesta Blvd.
Gilbert, Arizona 85233
Phone: (480) 545-7272
Fax: (480) 545-2822
E: chase@porterbrothers.com
ATTN: Chase

Courtyard Marriott Mesa, Arizona

We hereby propose to furnish **Rough Carpentry** for The Courtyard Marriott in Mesa, Arizona as per drawings by The Richardson Design Partnership, L.L.C. dated 9/02/14.

Proposal includes:

Labor & fasteners (nails)
Lumber, sheeting, joists & beams, Simpson hardware (except embedded)
Forklift, manlift, & craning as needed

Proposal excludes:

Embedded & welded Simpson Strong Tie & embedded bolts, ATS System
All steel supply & erection (including shop-fab or site-fab hangers)
Windows, doors, window wrap, tyvek, etc.
All gypsum (interior & exterior)
Ceiling Drops/Int. soffits
Garbage removal from jobsite

Work shall be completed in a timely fashion and project site relating to rough carpentry will be left in an orderly condition.

Framing Proposal

\$623,353

~~Window Installation Option (Window wrap by others) (Excludes Storefront windows) \$8,100~~

Respectfully,
Brian Jessop

Paragon Firm Contact Information

1 PM Firms for Porter Bros., Inc.

File Edit Records View Options Tools Windows Help

Grid

Firm Number: 5578 Paragon Contractors Corporation Vendor Group: 1

Grid Info Notes Contacts

Contact	Last Name	First Name	Sort Name	Title	Phone	Extension	Fax	Mobile Phone	E-Mail	Preferred Method
1	Jessop	Brian	JESSOPBRIAN		435-874-1310		435-874-1311		pcctrades@gmail.com	E - Email
2	Barlow	Jake	BARLOWJAKE		435-874-1310		435-874-1311		pccframing@gmail.com	E - Email
*										

Exhibit B

Paragon Vendor Information

1 AP Vendor Master for Porter Bros., Inc.

File Edit Records View Options Tools Windows Help

Vendor: 5578 Paragon Contractors Corporation Vendor Group: 1

Grid Info Add'l Info Payment Method PB Info Notes Add'l Addresses Vendor Compliance Vendor Hold Codes I.C. Report Info

Name: Paragon Contractors Corporation
 Sort Name: PARAGON CONTRAC
 Contact: Brian Jessop
 Phone: 435-874-1310
 Fax: 435-874-1311

☒ Active ☐ Temporary ☐ Selective Purge

Master Vendor:

Vendor Type
☒ Regular ☐ Supplier

Payment Terms: 50 Net 10th
 Tax Code:
 GL Account:
 CM Account: 1
 Last Invoice Date: 11/6/15

Payment Address
 Add'l Info:
 Address: PO Box 841665
 City: Hildale State: UT
 Zip Code: 84784 Country: US
 Add'l Address:

Purchasing Address
 Address: 1065 W. Utah Avenue
 City: Hildale State: UT
 Zip Code: 84784 Country: US
 Add'l Address:

Contractors License:

Change tabs by using the arrow keys. Record 1775 of 2730 View Co#: 1

Exhibit C

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Paragon Contractors Corporation

Business name, if different from above

PO Box 841665

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership

☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ -----

☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

1065 West Utah Ave, PO Box 841665

City, state, and ZIP code

Hildale, UT 84784

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

87 0552859

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Benjamin Barlow

Date ▶

3/27/12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Carli Porter

From: Carli Porter
Sent: Friday, May 01, 2015 4:34 PM
To: Cindy Peden
Subject: FW: Sedona Marriott
Attachments: Par 2 W9.pdf

W-9

Thank you,

Carli Porter



(480)545-7272
(480)545-2822 fax

From: Jacob Barlow [<mailto:par2contractors@speedmail.us>]
Sent: Friday, May 01, 2015 4:31 PM
To: Carli Porter
Cc: 'Brian Jessop'
Subject: RE: Sedona Marriott

Carli see attached

Jake Barlow

435-874-1310

Paragon Contractors

From: Carli Porter [<mailto:carli@porterbrothers.com>]
Sent: Friday, May 1, 2015 4:17 PM
To: pccframing@gmail.com; pcctrades@gmail.com
Subject: Sedona Marriott

Brian,

I noticed that you company name changed in the attachment. Can you please send over a new W-9 form?

Thank you,

Carli Porter



(480)545-7272
(480)545-2822 fax

Exhibit E



Porter Bros., Inc. dba Porter Brothers
1285 N. Fiesta Blvd. Gilbert, AZ 85233
480-545-7272 Fax: 480-545-2822
www.porterbrothers.com

AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

Subcontract #: SR15016204 (Subcontractor number must appear on all invoices)

This agreement is made 5/1/2015 by and between

CONTRACTOR: Porter Bros., Inc.
1285 N. Fiesta Blvd.
Gilbert, AZ 85233
Phone: 480-545-7272 Fax: 480-545-2822

and

SUBCONTRACTOR: Par 2 Contractors LLC (Referred to herein as "Subcontractor")
PO Box 843235
Hildale, UT 84784
Phone: 435-874-1310 Fax:
Contact: Jake Barlow

The Contractor has made a contract with the Owner for construction of the Project dated

OWNER: Sedona Hospitality Group LLC
7255 E. Hampton Avenue Suite 122
Mesa, AZ 85209

PROJECT: Sedona AZ Marriott Courtyard Hotel
4105 W. State Route 89A
Sedona, AZ 86336

ARCHITECT: The Richardson Design LLC
510 South 600 East
Salt Lake City, UT 84102

Scope of Work

This subcontract is issued to Subcontractor for the furnishing and installation of the following work indicated or implied in the Contract Documents for the above listed Project.

The Scope of work shall include but not be limited to:

Provide all material, equipment and labor necessary to complete the rough framing. Provide all wood backing for all trades. Roof decking to be 5/8" OSB. Shop drawings and submittals required for sheathing, LVL, TJIs, GLBs. All work to be performed within OSHA safety standard methods. All work is to be per plan, specification, attached proposal and "instructions to bidders" list noted as "Exhibit B", and Addenda 1. Any changes to plans and specifications must first have written approval from GC. To include sections:06 1000 and 06 17 53.

All work shall be performed in a workmanship like manner, consistent with the Contract Documents, and in accordance with all governing authorities having jurisdiction over the work.

Subcontract Sum

Exhibit F

Subcontract #: SR15016204

Page 2

Contractor agrees to pay the Subcontractor the sum of **Nine Hundred Thousand Nine Hundred Forty-Seven And 00/100 \$ 900,947.00** referred to as the Subcontract Sum herein.

Date of Commencement

Time being of the essence, Subcontractor agrees to begin the work including submitting shop drawings, samples, literature, etc. within five (5) calendar days after being notified by Contractor to proceed. Subcontractor shall diligently and continuously complete the work in cooperation and coordination with the other work being performed on the Project so as not to delay the commencement, progress, or completion of the work or of the Project. Subcontractor further agrees to complete the work as required by the construction schedule. Subcontractor agrees that the work will be performed promptly and efficiently, without delaying other aspects of the work; and, if necessary, will complete certain parts of the work in preference to others if directed by Contractor. The construction schedule, and any amendments or modifications, become a part of this subcontract.

Date of Substantial Completion

The Subcontractor must be substantially completed with the work under this subcontract as required by the construction schedule.

Contract Documents

Contract Documents shall be available for inspection and copying at Contractor's office and shall include this subcontract, the conditions of the contract between the owner and the Contractor (general, supplementary and other conditions), and the drawings, specifications and any addenda and modifications to the drawings or specifications. Subcontractor is presumed familiar with the Contract Documents and existing site/building conditions prior to the execution of this subcontract. It is the Subcontractor's responsibility to obtain such copies of the Contract Documents as it requires from the General Contractor.

Contractor and Subcontractor agree to the following conditions:

Work, Materials and Equipment

Subcontractor warrants that all equipment or materials and equipment furnished pursuant to this Subcontract are new, suited for the purpose intended, free from faults and defects, and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective and subject to rejection.

If, within one year after the date of final acceptance of the Project by the Owner, any of the Subcontractor's work or materials is found not to be in accordance with the requirements of the Contract Documents, the Subcontractor shall correct the work or materials within the time period directed when notified by Contractor. Should Subcontractor fail to correct such defective work or materials properly and in the time period specified, the Contractor may make corrections at the Subcontractor's expense. The one-year period shall in no way be construed as a period of limitation.

Indemnification

To the fullest extent permitted by law, Subcontractor will defend, indemnify, and hold Owner and Contractor and their agents and employees harmless from any loss arising out of or resulting from the performance of this subcontract by Subcontractor or any of Subcontractor's materialmen or subcontractors, even if the loss was partially caused by the negligence of Owner or Contractor, unless the loss was occasioned by the sole negligence of Owner or Contractor. For purposes of this section, "loss" includes all claims, demands, damages, losses, expenses, and liability, statutory or otherwise, of any kind or nature, for any bodily injury, sickness, disease, or death, or damage to property, arising out of or resulting from the performance of work by Subcontractor or any of Subcontractor's materialmen or subcontractors. Subcontractor expressly waives any "exclusive remedy" provision of worker's compensation or other statutory or common law that might otherwise affect this section.

Subcontractor Responsibility

Subcontractor will pay, when due, all claims for labor, materials, equipment, fringe benefits, insurance premiums, sales and payroll taxes, and/or subcontracts applied on, used in, or furnished pursuant to this

Subcontract #: SRI5016204**Page 3**

Subcontract, and, upon request, shall furnish satisfactory evidence to Contractor of same. Subcontractor is required to comply with all governmental labor laws. Subcontractor will prevent the filing of any lien of laborers, mechanics, or materialmen, or attachments, garnishments, or suits involving the title of the property of the Project. If any claims or liens have been made against the Project arising out of labor or materials furnished pursuant to this subcontract, Contractor may, at its discretion, withhold amounts otherwise due or to become due to Subcontractor to cover said claims or liens and any costs or expenses which may arise out of same, including without limitation Contractor's reasonable attorney's fees and expenses. This right of Contractor shall be in addition to any other right or remedy of Contractor. Subcontractor agrees to cause the release of any such claim or lien from the title to the Project within ten (10) calendar days after Contractor delivers written demand to do so. If Subcontractor fails to do so, Contractor is authorized to purchase a bond at twice the amount of the claim, lien, or attachment or use whatever means is necessary to cause said claim, lien, or attachment, together with its effect upon the title to be removed, discharged, satisfied, compromised, or dismissed. The costs thereof, including but not limited to the cost of the bond and Contractor's reasonable attorney's fees and expenses shall become immediately due to Contractor from Subcontractor. Contractor shall have the right to withhold and deduct all such costs from amounts otherwise due Subcontractor.

Warranty

In addition to the requirements of this subcontract, Subcontractor shall be subject to the same duties, obligations and warranties as Contractor under the Contract Documents.

Insurance

Prior to commencing construction, Subcontractor will provide Contractor with an insurance certificate naming Contractor as additional insured and a copy of a current Worker's Compensation insurance certificate.

All insurance certificates on general liability, automobile liability, excess/umbrella liability, and worker's compensation shall be submitted Contractor's office with this executed contract, prior to commencing work. Subcontractor must provide a general liability insurance limit of \$1 million each occurrence / \$2 million general aggregate, an automobile limit of \$1 million combined single limit, an excess umbrella of \$1 million each occurrence and \$1 million aggregate, and a worker's compensation policy that includes and employers' liability limit of \$1 million each accident / \$1 million policy limit / \$1 million each employee. The worker's compensation certificate must include a waiver of subrogation. The general liability certificate must include primary & non contributory, waiver of subrogation, and forms CG 20 10 and CG 20 37 (edition date 07/04 or equivalent) Additional Insured Endorsement, which shows Contractor and Owner as additional insureds on job specific or any and all projects, including completed work. Any subcontractor of the Subcontractor in this contract must carry insurance in like form and amount, and must comply with the additional insured requirements set forth above, listing Contractor and Owner as an additional insured on the project, including completed work. No payment is due under this Subcontractor until the certificates required herein are delivered to Contractor.

Any Subcontractor providing professional services (including but not limited to Engineers and Architects) must have professional liability coverage of at least \$1 million in place with an A or better rated carrier. Contractor is to be named as the additional insured, and the certificate must include the attachment.

Any of the above described insurance policies shall contain a provision that the insurance company or its designee must give the Contractor written notice: (a) 30 days before coverage is non-renewed by the insurance company and (b) within 10 business days after cancelation of coverage by the insurance company. In addition, if any insurance policy required is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled for non-payment or any other reason, the Subcontractor shall give the Contractor written notice within 3 business days upon actual or constructive knowledge of such condition. The Subcontractor agrees to discontinue work on the project until the required insurance has been reinstated and a new certificate has been provided to the Contractor.

Waiver of Subrogation

Contractor and Subcontractor waive all rights against a) each other, including any agents, employees and sub-subcontractors and b) Owner and Architect, and their agents, employees, subcontractors, or sub-subcontractors for fire or any other damage caused or any other losses incurred to the extent that the Prime contract has property insurance coverage applicable to the work, except the rights as they may have to the insurance proceeds held through the Owner as fiduciary. Subcontractor shall require subrogation waivers of a similar

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nature by endorsement or otherwise from all its subcontractors, employees, or agents. If the policies of insurance require an endorsement to provide for continued coverage when a waiver of subrogation is in place, the policy owners will cause this endorsement. A waiver of subrogation shall be effective even though the party would otherwise have a contractual or other duty of indemnification, whether or not the insurance premium was paid directly or indirectly by the party, and whether or not the party has an insurable interest in the damaged property.

Bond

If required, Subcontractor shall furnish to Contractor, surety bonds to assure performance and to guarantee Subcontractor payment requirements related to Subcontractor Work. Cost of the bond shall be paid by Subcontractor. The surety must be approved by the Contractor.

Payment Requirements

Subcontractor will submit its application for payment on the 25th of the month. Subcontractor invoicing is to include a schedule of values with an affidavit. Invoices from Subcontractor must be received by Contractor at least two (2) days prior to application date to be considered for payment. The period covered by each application for payment shall be through the application date of each month. Joint checks will be made to suppliers and subcontractors as 20-day preliminary notices are received, unless other arrangements are made in writing with Contractor.

Progress Payments

All progress payments are conditioned upon the Subcontractor furnishing Contractor 1) a signed copy of this Subcontract; 2) Contractor's standard progress lien waiver and release; 3) Prevailing Wage Statements, if required; 4) proof of insurance as required; and 4) notarized lien waiver and release forms from Subcontractor's subcontractors, materialmen, suppliers and laborers, as required. Partial payments of the Subcontract Sum shall be made in the amount of the value of the work completed each period as directed by Contractor on estimates made by Subcontractor and approved by Contractor, Owner, Architect, and Owner's Agent and each shall be payable within ten (10) calendar days after payment is received by Contractor from Owner, provided that, if Contractor does not receive payment from Owner on its application, progress payment will not be made to Subcontractor. If Contractor receives partial payment from the Owner on its application, the corresponding percentage of the Subcontractor payment due will be paid. Payment by Owner to Contractor is an express condition precedent to payment by Contractor to Subcontractor and Subcontractor agrees to look solely to the funds paid by Owner to Contractor for Subcontractor's work for payment hereunder. Subcontractor assumes the risk of nonpayment by the owner due to insolvency or other inability to pay. Contractor shall retain 10% percent of all partial payments of the Subcontract Sum until completion of all work by Contractor and acceptance by Owner.

Payment by Contractor shall not be construed to be an acceptance of defective work or improper material.

Final Payment

Final Payment constituting the unpaid balance of the Subcontract Sum shall be made by Contractor to Subcontractor when Subcontractor's work is fully performed in accordance with the requirements of the Contract Documents, when all such work is accepted by Contractor and Owner, and ten (10) calendar days after such payment is received by Contractor from Owner. If Contractor does not receive payment from the Owner on its application, final payment will not be made to Subcontractor. If Contractor receives partial payment from Owner on its application, the corresponding percentage of the Subcontractor payment due will be paid. Payment by Owner to Contractor is an express condition precedent to payment by Contractor to Subcontractor and Subcontractor agrees to look solely to the funds paid by Owner to Contractor for Subcontractor's work for payment hereunder. Subcontractor assumes the risk of nonpayment by the Owner due to insolvency or other inability to pay. Before and as additional conditions to Contractor's issuance of Final Payment, Subcontractor shall provide Contractor the following: 1) signed and notarized standard unconditional final lien waiver; 2) signed and notarized unconditional final lien waivers from Subcontractor's subcontractors, suppliers, laborers and materialmen as required; 3) completion of all punch list requirements (punch list items must be completed within seven (7) calendar days of notification); and 4) any other close out requirement contained in the Contract Documents or required by law. The acceptance by the Subcontractor of its Final Payment shall be and operate as a release to Contractor of all claims and all liability to the Subcontractor for all things done or furnished or relating to the work and for every act of alleged neglect of Contractor arising out of the Subcontract work.

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Contractor may withhold from any progress payment or final payment otherwise due to Subcontractor, any amount necessary in Contractor's opinion to protect it from loss on account of Subcontractor's failure to fully comply with any requirement of this subcontract, including but not limited to: 1) defective work not remedied; 2) third party claims filed or reasonable evidence indicating probable filing of such claims; 3) failure of Subcontractor to make payments properly to sub-subcontractors or for labor, materials or equipment; 4) reasonable evidence that work cannot be completed for the unpaid balance of the Subcontract Sum; 5) reasonable evidence that the work will not be completed within the Subcontract time; or 6) failure to carry out work in accordance with the Subcontract Documents.

Payment by Contractor shall not be construed to be an acceptance of defective work or improper material.

Time Extension

If Subcontractor's work is materially delayed, hindered, interfered with or suspended by an event, condition or cause that would entitle Contractor to an extension of time under its contract with Owner, Subcontractor's sole and exclusive remedy is to request a time extension under this Subcontract. Subcontractor's right to a time extension for the above said event, condition or cause shall be expressly contingent on and subject to the following three conditions precedent: 1) Subcontractor shall have filed with Contractor a written notice of Subcontractor's intent to claim a time extension within 48 hours of the commencement of the delaying condition, or other cause; 2) Subcontractor shall have filed with Contractor a written claim for such time extension that otherwise complies with the requisites for making such a claim under the Contract Documents; and 3) Contractor actually obtains a time extension for such event, condition, or cause under the Contract Documents.

If Subcontractor's work is materially delayed, hindered, interfered with or suspended by any acts or omissions of Contractor or its subcontractors or suppliers, Subcontractor's sole and exclusive remedy is to request a time extension under this Subcontract. Subcontractor's right to a time extension for the above said hindrances, interferences or suspensions shall be expressly contingent on and subject to the condition precedent that Subcontractor shall have filed with Contractor a written notice of Subcontractor's intent to claim a time extension within 48 hours of the commencement of the delaying event, or any other cause. No other time extensions shall be granted to Subcontractor under this Contract.

Payment for Damages for Delay

No payment or compensation of any kind shall be made to Subcontractor for damages of any type because of hindrance or delay from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable unless Contractor has first recovered additional compensation for same on behalf of Subcontractor from Owner. Apart from Contractor's recovery from Owner, Subcontractor's sole and exclusive remedy for any delay shall be an extension in the performance time of Subcontractor's work as set forth previously.

If the work is delayed or terminated by any party, Contractor is not responsible to Subcontractor for any payment on labor, materials, equipment, Sub-subcontractor, overhead, lost profit or any other amounts related to work not performed. Furthermore, Contractor and Subcontractor waive all claims against each other for consequential damages relating to or arising out of this Subcontract, including any consequential damages due to Owner's delay or termination of the Work.

Additional Requirements

Subcontractor must have a competent designated foreman on site at all times when work is being performed.

Subcontractor is responsible for its own clean up. Failure to do so within forty-eight (48) hours of notification will result in Contractor completing this portion of work and back-charging Subcontractor. Subcontractor is responsible and required to make safe, clean-up, and haul off from the jobsite on a daily basis all debris, packaging, crating, rubbish, and excess materials, resulting from the work of this Subcontract.

Subcontractor is responsible to comply with all safety and O.S.H.A. requirements. Subcontractor's jobsite foreman will be responsible for Subcontractor's safety compliance and shall attend Contractor's weekly safety meetings.

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Subcontractor is responsible for maintaining its own Hazardous Material information on site. Subcontractor is responsible for dust control, SWPPP's, track out, and other governmental requirements as required by the authorities for Subcontractor operation. Subcontractor shall comply with all applicable governmental laws, rules, and regulations of whatever nature (including but not limited to OSHA regulations, safety issues, environmental, and governmental requirements such as to dust and track out control, Storm Water Pollution Prevention Plan, and LEED requirements, if applicable). If Contractor is assessed any tax, fine, or penalty by any governmental entity or agency, including but not limited to fines or penalties assessed under OSHA, as a result of acts or violations committed by Subcontractor, its employees, agents, independent contractors or materialmen, Contractor shall be entitled to immediate reimbursement from Subcontractor in the amount of said fine, assessment and penalty and shall be entitled to deduct said amount from any amounts due Subcontractor hereunder.

If Contractor accepts material delivery for Subcontractor, Contractor is not responsible for the condition of said material. Contractor will not be responsible for any Subcontractor material or equipment not installed on site under the scope of this Subcontract. All said items will be the responsibility of the Subcontractor until properly installed.

Subcontractor shall respect and protect all other Subcontractors work in the performance of its own duties of this contract. To avoid conflict, Subcontractor will cooperate and coordinate scheduling and installation with Contractor and its subcontractors to ensure the timely successful completion of Project.

Change Orders

No Change Orders will be paid without written approval from Contractor's Project Managers. Field Superintendents will verify work only and do not have the authority to authorize expenditures without Project Manager approval. Overhead and profit on Change Orders is limited to 12% unless otherwise indicated on Contract Documents. Contractor reserves the right to confirm actual costs. Any dispute regarding extras by Subcontractor must be brought to Contractor's attention immediately. If a dispute for extras is not settled by the Subcontractor and Contractor, it must be the subject of a written claim by the Subcontractor to Contractor, made within twenty-one (21) calendar days of the date that the extra was incurred by the Subcontractor. If said claim is not settled, it shall be deemed denied. If the Subcontractor wishes to pursue the claim further, it may only do so by filing a demand of arbitration pursuant to the terms of this contract.

Assignment

Subcontractor shall not assign the whole or any part of Subcontractor Work or this Subcontract Agreement without prior written approval of Contractor.

Claim

A Claim is a demand or assertion by Subcontractor seeking any remedy under, or enforcement of, or adjustment or interpretation of, this Subcontract, or seeking any money or other relief relating in any way to the Project or Subcontractor's work on the Project. Claims shall be made initially to Contractor in writing within twenty-one (21) calendar days of the event or occurrence giving rise to the Claim. If written notice of the claim is not provided within twenty-one days, the Claim is waived. If the Claim is not resolved, or if forty-five (45) calendar days pass without a response from Contractor, the Subcontractor must file a demand for arbitration with Contractor. Such demand for arbitration must be filed within twenty-one (21) days of the Contractor's rejection of the claim, or within sixty (60) days of the initial notice of claim if no response is made.

Once a demand for arbitration is filed, Contractor may request mediation as a precondition to the arbitration. Such demand by Contractor may be made anytime prior to the arbitration hearing. If demand for mediation is made, Contractor and Subcontractor shall attempt to agree on a mediator to hear the Claim. If the parties cannot agree on a mediator, the Contractor shall select an agency or company to appoint a mediator, such as the American Arbitration Association, or some similar agency or company. Any agreement reached in mediation can be enforced as a settlement agreement in any court of competent jurisdiction.

If mediation is not requested or if the mediation fails, Contractor and Subcontractor shall attempt to agree on an arbitrator to hear the claim. If the parties cannot agree to an arbitrator, the Contractor shall select an agency or company to appoint the arbitrator such as the American Arbitration Association, or some similar agency or

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company. Any arbitration proceedings brought pursuant to this subcontract must be brought in Maricopa County, Arizona and any arbitration award shall be final and binding. The Arbitrator shall have authority to award the prevailing party its reasonable attorney's fees and other costs incurred in prosecuting and/or defending the Claim, together with the pre-award or post-award interest. All work by Subcontractor shall proceed during the processing of the Claim and arbitration. Any arbitration award can be enforced in any court of competent jurisdiction.

If Subcontractor defaults or persistently fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provisions of the Contract, Contractor, after five (5) calendar days of written notice to Subcontractor and without prejudice to any other remedy it may have, may take over the work of Subcontractor in its entirety, or in part, and may deduct the cost thereof, including compensation for additional services made necessary thereby, from payment then or thereafter due Subcontractor. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the work, such excess shall be paid to the Subcontractor, but if such expense exceeds such unpaid balance, Subcontractor shall pay the difference to Contractor.

Termination by Owner

If the Owner terminates the Contract for the Owner's convenience, Contractor shall promptly notify Subcontractor in writing of the termination and direct Subcontractor as required in the notice. Subcontractor shall notify its subcontractors and suppliers of the termination, and stop such on-going work and stop any pending purchase orders as necessary.

In the case of an Owner's termination for convenience, Subcontractor shall be entitled to payment for work performed, but only to the extent that the Contractor is paid for such work by Owner.

Integration

This subcontract supersedes all prior bids, correspondences, facsimiles, negotiations, or other communications, and, together with the Contract Documents, constitutes the entire agreement between Subcontractor and Contractor. Conditions and representations, oral or written, that are inconsistent with this Subcontract shall be of no effect unless mutually agreed to are in writing and signed by Subcontractor and Contractor.

Applicable Law

The Subcontract shall be governed by Arizona law.

Exhibits

The following Exhibits are incorporated by reference and made part of this Agreement:

Exhibit A: List of drawings, specifications, addenda, soils report, etc.

Exhibit B: Other, if any

Issued by Contractor by: Chase Porter On 8/28/15 (Date)
Chase Porter, Project Manager

Accepted by: John B. Manager On 8/21/15 (Date)
Name and Title

Of: **Par 2 Contractors LLC**

Arizona Projects only:

Arizona Transaction Privilege Tax Type (TPT): Modification *JS* Initial

Par 2 Contractors, LLC
PO Box 843235
Hildale, Utah 84784

FRAMING PROPOSAL

March 18, 2015

Submitted to: Porter Brothers
1285 N. Fiesta Blvd.
Gilbert, Arizona 85233
Phone: (480) 545-7272
Fax: (480) 545-2822
E: chase@porterbrothers.com

Courtyard Marriott Sedona, Arizona

We hereby propose to furnish **Rough Carpentry** for The Courtyard Marriott in Sedona, Arizona as per drawings by The Richardson Design Partnership, L.L.C. dated 2/09/15.

Proposal includes:

Labor & fasteners (nails)
Lumber, sheeting, joists & beams, trusses, Simpson hardware (except embedded)
Forklift, manlift, & craning as needed

Proposal excludes:

Embedded & welded Simpson Strong Tie & embedded bolts
All steel supply & erection (including shop-fab or site-fab hangers), steel stud framing
Sawn Timbers, T&G @ Lobby, etc.
Windows, doors, window wrap, tyvek, etc.
Covered Entry, Trellis, Patio
All gypsum (interior & exterior)
Ceiling Drops/Int. soffits
Garbage removal from jobsite

Work shall be completed in a timely fashion and project site relating to rough carpentry will be left in an orderly condition.

Framing Proposal

Contract Amount
\$900,947

Structural Steel Option

\$110,500

Includes: Beams & columns, canopy beams & columns, detailing, shop primer, erection, bollards, dumpster gates, deck rails, guard rail, grab rail, boundary fence, elevator beams, sump grates, anchor bolts for steel, assembly bolts, shipping to jobsite

Excludes: Lintels & ledger angles, Sitework including (gates, roof hatches, fencing except as noted), specialty & sheet metals (stainless, brass, aluminum, copper, etc.), Ramp Railing

Steel Option: Canopies-steel

\$22,789

Respectfully,
Brian Jessop

Instructions for bidding framing

Please verify you have included the following items in your bid for the Lehi Courtyard. This will be attached as an exhibit to the contract. Thanks

1. Please include all non embedded hardware per plan and spec including the Simpson ATS system
2. Please include Titan anchor bolts in lieu of any wedge anchors at all sill plates
3. Please include all equipment to complete the scope of work
4. All built up bearing headers are to be a "box" style i.e. 2X on the top and bottom
5. All non bearing headers are to be double 2X.
6. All backing is to be included for all of the following locations
 - a. Bathroom accessories
 - b. All Millwork
 - c. ½" x 2" plywood strips on one side of all corridor door openings
 - d. ¾" plywood at all exterior sign locations
 - e. Behind all wall mounted door stops (all doors)
 - f. ¾" plywood 8" wide by the length of the window plus 4 feet at all ceilings
 - g. All other wall mounted equipment
7. Daily house keeping is required
8. 5/8" OSB at roof decks and crickets
9. Crickets per roof plan to be overbuilds
10. 3" x 3" x ¼" plate washers and nuts at all anchor bolts
11. All through bolts at structural steel
12. Please figure on installing the interior sheer after other subcontractors rough-in
13. On walls where interior sheer is required and only a portion of the wall in the room is to receive the sheer, please figure on furring out the remaining studs
14. Provide layout so that all studs on 2nd, 3rd, and 4th floor align
15. Running the sill plate through all door openings and removing after the walls are secured
16. Provide parapet supports for all parapets over 4' in height.
17. Provide ½" x 2" plywood strips for all outside corners where resilient channel is specified.
18. Provide parapet supports where the parapets are over 4' tall
19. Provide plywood floor to ceiling at the following locations
 - a. Vestibule
 - b. All walls in the kitchen
 - c. Behind the S- bar
 - d. Data room
20. Include as an alternate to frame corner walls associated with the niches in the guest restrooms out wood.
21. Both elevator doors are to share the same header to eliminate the necessity for additional king studs. Trimmers between the two doors will still be required.
22. Include pool house and Trellis. Details for the Trellis are shown on Sheet A052



Porter Bros., Inc. dba Porter Brothers
1285 N. Fiesta Blvd. Gilbert, AZ 85233
480-545-7272 Fax: 480-545-2822
www.porterbrothers.com

AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

Subcontract #: SR15036204 (Subcontractor number must appear on all invoices)

This agreement is made 6/18/2015 by and between

CONTRACTOR: Porter Bros., Inc.
1285 N. Fiesta Blvd.
Gilbert, AZ 85233
Phone: 480-545-7272 Fax: 480-545-2822

and

SUBCONTRACTOR: Par 2 Contractors LLC (Referred to herein as "Subcontractor")
PO Box 843235
Hildale, UT 84784
Phone: 435-874-1310 Fax:
Contact: Jake Barlow

The Contractor has made a contract with the Owner for construction of the Project dated

OWNER: Mile High Hospitality Group LLC
7255 E. Hampton Avenue Suite 122
Mesa, AZ 85208

PROJECT: Westminster CO Marriott Courtyard Hotel
SE corner of 144th Avenue & Huron Street
Westminster, CO 80031

ARCHITECT: The Richardson Design LLC
510 South 600 East
Salt Lake City, UT 84102

Scope of Work

This subcontract is issued to Subcontractor for the furnishing and installation of the following work indicated or implied in the Contract Documents for the above listed Project.

The Scope of work shall include but not be limited to:

Provide all material, equipment and labor necessary to complete the rough framing. Provide all wood backing for all trades. Roof decking to be 5/8" OSB. Shop drawings and submittals required for sheathing, LVL, TJIs, GLBs. All work to be performed within OSHA safety standard methods. All work is to be per plan, specification, attached proposal and "instructions to bidders" list noted as "Exhibit B", and Addenda 1. Any changes to plans and specifications must first have written approval from GC. To include sections:06 1000 and 06 17 53.

Provide all labor, equipment, and material necessary to compete the installation of the Structural and Decorative steel. All work is to be per plan, spec, Steel bidding instructions, the attached proposal noted as "Exhibit B", and addendum#1. To include Division 05.

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All work shall be performed in a workmanship like manner, consistent with the Contract Documents, and in accordance with all governing authorities having jurisdiction over the work.

Subcontract Sum

Contractor agrees to pay the Subcontractor the sum of **Eight Hundred Forty-Eight Thousand Six Hundred Fourteen And 00/100 \$ 848,614.00** referred to as the Subcontract Sum herein.

Date of Commencement

Time being of the essence, Subcontractor agrees to begin the work including submitting shop drawings, samples, literature, etc. within five (5) calendar days after being notified by Contractor to proceed. Subcontractor shall diligently and continuously complete the work in cooperation and coordination with the other work being performed on the Project so as not to delay the commencement, progress, or completion of the work or of the Project. Subcontractor further agrees to complete the work as required by the construction schedule. Subcontractor agrees that the work will be performed promptly and efficiently, without delaying other aspects of the work; and, if necessary, will complete certain parts of the work in preference to others if directed by Contractor. The construction schedule, and any amendments or modifications, become a part of this subcontract.

Date of Substantial Completion

The Subcontractor must be substantially completed with the work under this subcontract as required by the construction schedule.

Contract Documents

Contract Documents shall be available for inspection and copying at Contractor's office and shall include this subcontract, the conditions of the contract between the owner and the Contractor (general, supplementary and other conditions), and the drawings, specifications and any addenda and modifications to the drawings or specifications. Subcontractor is presumed familiar with the Contract Documents and existing site/building conditions prior to the execution of this subcontract. It is the Subcontractor's responsibility to obtain such copies of the Contract Documents as it requires from the General Contractor.

Contractor and Subcontractor agree to the following conditions:

Work, Materials and Equipment

Subcontractor warrants that all equipment or materials and equipment furnished pursuant to this Subcontract are new, suited for the purpose intended, free from faults and defects, and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective and subject to rejection.

If, within one year after the date of final acceptance of the Project by the Owner, any of the Subcontractor's work or materials is found not to be in accordance with the requirements of the Contract Documents, the Subcontractor shall correct the work or materials within the time period directed when notified by Contractor. Should Subcontractor fail to correct such defective work or materials properly and in the time period specified, the Contractor may make corrections at the Subcontractor's expense. The one-year period shall in no way be construed as a period of limitation.

Indemnification

To the fullest extent permitted by law, Subcontractor will defend, indemnify, and hold Owner and Contractor and their agents and employees harmless from any loss arising out of or resulting from the performance of this subcontract by Subcontractor or any of Subcontractor's materialmen or subcontractors, even if the loss was partially caused by the negligence of Owner or Contractor, unless the loss was occasioned by the sole negligence of Owner or Contractor. For purposes of this section, "loss" includes all claims, demands, damages, losses, expenses, and liability, statutory or otherwise, of any kind or nature, for any bodily injury, sickness, disease, or death, or damage to property, arising out of or resulting from the performance of work by Subcontractor or any of Subcontractor's materialmen or subcontractors. Subcontractor expressly waives any "exclusive remedy" provision of worker's compensation or other statutory or common law that might otherwise affect this section.

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Subcontractor Responsibility

Subcontractor will pay, when due, all claims for labor, materials, equipment, fringe benefits, insurance premiums, sales and payroll taxes, and/or subcontracts applied on, used in, or furnished pursuant to this Subcontract, and, upon request, shall furnish satisfactory evidence to Contractor of same. Subcontractor is required to comply with all governmental labor laws. Subcontractor will prevent the filing of any lien of laborers, mechanics, or materialmen, or attachments, garnishments, or suits involving the title of the property of the Project. If any claims or liens have been made against the Project arising out of labor or materials furnished pursuant to this subcontract, Contractor may, at its discretion, withhold amounts otherwise due or to become due to Subcontractor to cover said claims or liens and any costs or expenses which may arise out of same, including without limitation Contractor's reasonable attorney's fees and expenses. This right of Contractor shall be in addition to any other right or remedy of Contractor. Subcontractor agrees to cause the release of any such claim or lien from the title to the Project within ten (10) calendar days after Contractor delivers written demand to do so. If Subcontractor fails to do so, Contractor is authorized to purchase a bond at twice the amount of the claim, lien, or attachment or use whatever means is necessary to cause said claim, lien, or attachment, together with its effect upon the title to be removed, discharged, satisfied, compromised, or dismissed. The costs thereof, including but not limited to the cost of the bond and Contractor's reasonable attorney's fees and expenses shall become immediately due to Contractor from Subcontractor. Contractor shall have the right to withhold and deduct all such costs from amounts otherwise due Subcontractor.

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In addition to the requirements of this subcontract, Subcontractor shall be subject to the same duties, obligations and warranties as Contractor under the Contract Documents.

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Any of the above described insurance policies shall contain a provision that the insurance company or its designee must give the Contractor written notice: (a) 30 days before coverage is non-renewed by the insurance company and (b) within 10 business days after cancelation of coverage by the insurance company. In addition, if any insurance policy required is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled for non-payment or any other reason, the Subcontractor shall give the Contractor written notice within 3 business days upon actual or constructive knowledge of such condition. The Subcontractor agrees to discontinue work on the project until the required insurance has been reinstated and a new certificate has been provided to the Contractor.

Waiver of Subrogation

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Contractor and Subcontractor waive all rights against a) each other, including any agents, employees and sub-subcontractors and b) Owner and Architect, and their agents, employees, subcontractors, or sub-subcontractors for fire or any other damage caused or any other losses incurred to the extent that the Prime contract has property insurance coverage applicable to the work, except the rights as they may have to the insurance proceeds held through the Owner as fiduciary. Subcontractor shall require subrogation waivers of a similar nature by endorsement or otherwise from all its subcontractors, employees, or agents. If the policies of insurance require an endorsement to provide for continued coverage when a waiver of subrogation is in place, the policy owners will cause this endorsement. A waiver of subrogation shall be effective even though the party would otherwise have a contractual or other duty of indemnification, whether or not the insurance premium was paid directly or indirectly by the party, and whether or not the party has an insurable interest in the damaged property.

Bond

If required, Subcontractor shall furnish to Contractor, surety bonds to assure performance and to guarantee Subcontractor payment requirements related to Subcontractor Work. Cost of the bond shall be paid by Subcontractor. The surety must be approved by the Contractor.

Payment Requirements

Subcontractor will submit its application for payment on the 25th of the month. Subcontractor invoicing is to include a schedule of values with an affidavit. Invoices from Subcontractor must be received by Contractor at least two (2) days prior to application date to be considered for payment. The period covered by each application for payment shall be through the application date of each month. Joint checks will be made to suppliers and subcontractors as 20-day preliminary notices are received, unless other arrangements are made in writing with Contractor.

Progress Payments

All progress payments are conditioned upon the Subcontractor furnishing Contractor 1) a signed copy of this Subcontract; 2) Contractor's standard progress lien waiver and release; 3) Prevailing Wage Statements, if required; 4) proof of insurance as required; and 4) notarized lien waiver and release forms from Subcontractor's subcontractors, materialmen, suppliers and laborers, as required. Partial payments of the Subcontract Sum shall be made in the amount of the value of the work completed each period as directed by Contractor on estimates made by Subcontractor and approved by Contractor, Owner, Architect, and Owner's Agent and each shall be payable within ten (10) calendar days after payment is received by Contractor from Owner, provided that, if Contractor does not receive payment from Owner on its application, progress payment will not be made to Subcontractor. If Contractor receives partial payment from the Owner on its application, the corresponding percentage of the Subcontractor payment due will be paid. Payment by Owner to Contractor is an express condition precedent to payment by Contractor to Subcontractor and Subcontractor agrees to look solely to the funds paid by Owner to Contractor for Subcontractor's work for payment hereunder. Subcontractor assumes the risk of nonpayment by the owner due to insolvency or other inability to pay. Contractor shall retain 10% percent of all partial payments of the Subcontract Sum until completion of all work by Contractor and acceptance by Owner.

Payment by Contractor shall not be construed to be an acceptance of defective work or improper material.

Final Payment

Final Payment constituting the unpaid balance of the Subcontract Sum shall be made by Contractor to Subcontractor when Subcontractor's work is fully performed in accordance with the requirements of the Contract Documents, when all such work is accepted by Contractor and Owner, and ten (10) calendar days after such payment is received by Contractor from Owner. If Contractor does not receive payment from the Owner on its application, final payment will not be made to Subcontractor. If Contractor receives partial payment from Owner on its application, the corresponding percentage of the Subcontractor payment due will be paid. Payment by Owner to Contractor is an express condition precedent to payment by Contractor to Subcontractor and Subcontractor agrees to look solely to the funds paid by Owner to Contractor for Subcontractor's work for payment hereunder. Subcontractor assumes the risk of nonpayment by the Owner due to insolvency or other inability to pay. Before and as additional conditions to Contractor's issuance of Final Payment, Subcontractor shall provide Contractor the following: 1) signed and notarized standard unconditional final lien waiver; 2) signed and notarized unconditional final lien waivers from Subcontractor's subcontractors, suppliers, laborers and

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materialmen as required; 3) completion of all punch list requirements (punch list items must be completed within seven (7) calendar days of notification); and 4) any other close out requirement contained in the Contract Documents or required by law. The acceptance by the Subcontractor of its Final Payment shall be and operate as a release to Contractor of all claims and all liability to the Subcontractor for all things done or furnished or relating to the work and for every act of alleged neglect of Contractor arising out of the Subcontract work.

Contractor may withhold from any progress payment or final payment otherwise due to Subcontractor, any amount necessary in Contractor's opinion to protect it from loss on account of Subcontractor's failure to fully comply with any requirement of this subcontract, including but not limited to: 1) defective work not remedied; 2) third party claims filed or reasonable evidence indicating probable filing of such claims; 3) failure of Subcontractor to make payments properly to sub-subcontractors or for labor, materials or equipment; 4) reasonable evidence that work cannot be completed for the unpaid balance of the Subcontract Sum; 5) reasonable evidence that the work will not be completed within the Subcontract time; or 6) failure to carry out work in accordance with the Subcontract Documents.

Payment by Contractor shall not be construed to be an acceptance of defective work or improper material.

Time Extension

If Subcontractor's work is materially delayed, hindered, interfered with or suspended by an event, condition or cause that would entitle Contractor to an extension of time under its contract with Owner, Subcontractor's sole and exclusive remedy is to request a time extension under this Subcontract. Subcontractor's right to a time extension for the above said event, condition or cause shall be expressly contingent on and subject to the following three conditions precedent: 1) Subcontractor shall have filed with Contractor a written notice of Subcontractor's intent to claim a time extension within 48 hours of the commencement of the delaying condition, or other cause; 2) Subcontractor shall have filed with Contractor a written claim for such time extension that otherwise complies with the requisites for making such a claim under the Contract Documents; and 3) Contractor actually obtains a time extension for such event, condition, or cause under the Contract Documents.

If Subcontractor's work is materially delayed, hindered, interfered with or suspended by any acts or omissions of Contractor or its subcontractors or suppliers, Subcontractor's sole and exclusive remedy is to request a time extension under this Subcontract. Subcontractor's right to a time extension for the above said hindrances, interferences or suspensions shall be expressly contingent on and subject to the condition precedent that Subcontractor shall have filed with Contractor a written notice of Subcontractor's intent to claim a time extension within 48 hours of the commencement of the delaying event, or any other cause. No other time extensions shall be granted to Subcontractor under this Contract.

Payment for Damages for Delay

No payment or compensation of any kind shall be made to Subcontractor for damages of any type because of hindrance or delay from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable unless Contractor has first recovered additional compensation for same on behalf of Subcontractor from Owner. Apart from Contractor's recovery from Owner, Subcontractor's sole and exclusive remedy for any delay shall be an extension in the performance time of Subcontractor's work as set forth previously.

If the work is delayed or terminated by any party, Contractor is not responsible to Subcontractor for any payment on labor, materials, equipment, Sub-subcontractor, overhead, lost profit or any other amounts related to work not performed. Furthermore, Contractor and Subcontractor waive all claims against each other for consequential damages relating to or arising out of this Subcontract, including any consequential damages due to Owner's delay or termination of the Work.

Additional Requirements

Subcontractor must have a competent designated foreman on site at all times when work is being performed.

Subcontractor is responsible for its own clean up. Failure to do so within forty-eight (48) hours of notification will result in Contractor completing this portion of work and back-charging Subcontractor. Subcontractor is

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responsible and required to make safe, clean-up, and haul off from the jobsite on a daily basis all debris, packaging, crating, rubbish, and excess materials, resulting from the work of this Subcontract.

Subcontractor is responsible to comply with all safety and O.S.H.A. requirements. Subcontractor's jobsite foreman will be responsible for Subcontractor's safety compliance and shall attend Contractor's weekly safety meetings.

Subcontractor is responsible for maintaining its own Hazardous Material information on site. Subcontractor is responsible for dust control, SWPPP's, track out, and other governmental requirements as required by the authorities for Subcontractor operation. Subcontractor shall comply with all applicable governmental laws, rules, and regulations of whatever nature (including but not limited to OSHA regulations, safety issues, environmental, and governmental requirements such as to dust and track out control, Storm Water Pollution Prevention Plan, and LEED requirements, if applicable). If Contractor is assessed any tax, fine, or penalty by any governmental entity or agency, including but not limited to fines or penalties assessed under OSHA, as a result of acts or violations committed by Subcontractor, its employees, agents, independent contractors or materialmen, Contractor shall be entitled to immediate reimbursement from Subcontractor in the amount of said fine, assessment and penalty and shall be entitled to deduct said amount from any amounts due Subcontractor hereunder.

If Contractor accepts material delivery for Subcontractor, Contractor is not responsible for the condition of said material. Contractor will not be responsible for any Subcontractor material or equipment not installed on site under the scope of this Subcontract. All said items will be the responsibility of the Subcontractor until properly installed.

Subcontractor shall respect and protect all other Subcontractors work in the performance of its own duties of this contract. To avoid conflict, Subcontractor will cooperate and coordinate scheduling and installation with Contractor and its subcontractors to ensure the timely successful completion of Project.

Change Orders

No Change Orders will be paid without written approval from Contractor's Project Managers. Field Superintendents will verify work only and do not have the authority to authorize expenditures without Project Manager approval. Overhead and profit on Change Orders is limited to 12% unless otherwise indicated on Contract Documents. Contractor reserves the right to confirm actual costs. Any dispute regarding extras by Subcontractor must be brought to Contractor's attention immediately. If a dispute for extras is not settled by the Subcontractor and Contractor, it must be the subject of a written claim by the Subcontractor to Contractor, made within twenty-one (21) calendar days of the date that the extra was incurred by the Subcontractor. If said claim is not settled, it shall be deemed denied. If the Subcontractor wishes to pursue the claim further, it may only do so by filing a demand of arbitration pursuant to the terms of this contract.

Assignment

Subcontractor shall not assign the whole or any part of Subcontractor Work or this Subcontract Agreement without prior written approval of Contractor.

Claim

A Claim is a demand or assertion by Subcontractor seeking any remedy under, or enforcement of, or adjustment or interpretation of, this Subcontract, or seeking any money or other relief relating in any way to the Project or Subcontractor's work on the Project. Claims shall be made initially to Contractor in writing within twenty-one (21) calendar days of the event or occurrence giving rise to the Claim. If written notice of the claim is not provided within twenty-one days, the Claim is waived. If the Claim is not resolved, or if forty-five (45) calendar days pass without a response from Contractor, the Subcontractor must file a demand for arbitration with Contractor. Such demand for arbitration must be filed within twenty-one (21) days of the Contractor's rejection of the claim, or within sixty (60) days of the initial notice of claim if no response is made.

Once a demand for arbitration is filed, Contractor may request mediation as a precondition to the arbitration. Such demand by Contractor may be made anytime prior to the arbitration hearing. If demand for mediation is made, Contractor and Subcontractor shall attempt to agree on a mediator to hear the Claim. If the parties cannot agree on a mediator, the Contractor shall select an agency or company to appoint a mediator, such as

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the American Arbitration Association, or some similar agency or company. Any agreement reached in mediation can be enforced as a settlement agreement in any court of competent jurisdiction.

If mediation is not requested or if the mediation fails, Contractor and Subcontractor shall attempt to agree on an arbitrator to hear the claim. If the parties cannot agree to an arbitrator, the Contractor shall select an agency or company to appoint the arbitrator such as the American Arbitration Association, or some similar agency or company. Any arbitration proceedings brought pursuant to this subcontract must be brought in Maricopa County, Arizona and any arbitration award shall be final and binding. The Arbitrator shall have authority to award the prevailing party its reasonable attorney's fees and other costs incurred in prosecuting and/or defending the Claim, together with the pre-award or post-award interest. All work by Subcontractor shall proceed during the processing of the Claim and arbitration. Any arbitration award can be enforced in any court of competent jurisdiction.

If Subcontractor defaults or persistently fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provisions of the Contract, Contractor, after five (5) calendar days of written notice to Subcontractor and without prejudice to any other remedy it may have, may take over the work of Subcontractor in its entirety, or in part, and may deduct the cost thereof, including compensation for additional services made necessary thereby, from payment then or thereafter due Subcontractor. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the work, such excess shall be paid to the Subcontractor, but if such expense exceeds such unpaid balance, Subcontractor shall pay the difference to Contractor.

Termination by Owner

If the Owner terminates the Contract for the Owner's convenience, Contractor shall promptly notify Subcontractor in writing of the termination and direct Subcontractor as required in the notice. Subcontractor shall notify its subcontractors and suppliers of the termination, and stop such on-going work and stop any pending purchase orders as necessary.

In the case of an Owner's termination for convenience, Subcontractor shall be entitled to payment for work performed, but only to the extent that the Contractor is paid for such work by Owner.

Integration

This subcontract supersedes all prior bids, correspondences, facsimiles, negotiations, or other communications, and, together with the Contract Documents, constitutes the entire agreement between Subcontractor and Contractor. Conditions and representations, oral or written, that are inconsistent with this Subcontract shall be of no effect unless mutually agreed to are in writing and signed by Subcontractor and Contractor.

Applicable Law

The Subcontract shall be governed by Arizona law.

Exhibits

The following Exhibits are incorporated by reference and made part of this Agreement:

Exhibit A: List of drawings, specifications, addenda, soils report, etc.

Exhibit B: Other, if any

Issued by Contractor by:  On 7/15/15 (Date)
Chase Porter, Project Manager

Accepted by:  On 7/2/15 (Date)
Name and Title

Of: Par 2 Contractors LLC

Revised 12/29/14

Par 2 Contractors, LLC
PO Box 843235
Hildale, Utah 84784

FRAMING PROPOSAL

May 8, 2015

Submitted to: Porter Brothers
1285 N. Fiesta Blvd.
Gilbert, Arizona 85233
Phone: (480) 545-7272
Fax: (480) 545-2822
E: chase@porterbrothers.com
ATTN: Chase

Courtyard Marriott Westminster, Colorado

We hereby propose to furnish **Rough Carpentry** for The Courtyard Marriott in Westminster, Colorado as per drawings by The Richardson Design Partnership, L.L.C. dated 4/01/15.

Proposal includes:

Labor & fasteners (nails)
Lumber, sheeting, joists & beams, trusses, Simpson hardware (except embedded)
Forklift, manlift, & craning as needed **Supply & Install of Simpson Titan HD Bolts at interior walls.**

Proposal excludes:

Embedded & welded Simpson Strong Tie & embedded bolts, ATS System
All steel supply & erection (including shop-fab or site-fab hangers)
Windows, doors, window wrap, tyvek, etc.
All gypsum (interior & exterior)
Ceiling Drops/Int. soffits
Garbage removal from jobsite

Work shall be completed in a timely fashion and project site relating to rough carpentry will be left in an orderly condition.

Framing Proposal

Structural Steel Option

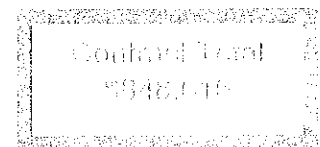
Includes: Beams & columns, detailing, shop primer, erection, bollards, grab rail, elevator beams, sump grates, trash enclosure & shelter, anchor bolts for steel, assembly bolts, shipping to jobsite

Excludes: Lintels & ledger angles, Sitework including (gates, roof hatches, fencing except as noted), specialty & sheet metals (stainless, brass, aluminum, copper, etc.), Ramp Railing

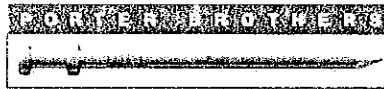
Revised per phone
conversation with Brian
Jessop 6.14.15

\$624,821

\$223,793



Respectfully,
Brian Jessop



Porter Bros., Inc. dba Porter Brothers
1285 N. Fiesta Blvd. Gilbert, AZ 85233
480-545-7272 Fax: 480-545-2822
www.porterbrothers.com

AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

Subcontract #: NC15016204 (Subcontractor number must appear on all invoices)

This agreement is made 3/30/2016 by and between

CONTRACTOR: Porter Bros., Inc.
1285 N. Fiesta Blvd.
Gilbert, AZ 85233
Phone: 480-545-7272 Fax: 480-545-2822

and

SUBCONTRACTOR: Par 2 Contractors LLC (Referred to herein as "Subcontractor")
PO Box 843235
Hildale, UT 84784
Phone: 435-874-1310 Fax:
Contact: Jake Barlow

The Contractor has made a contract with the Owner for construction of the Project dated 02/04/2016

OWNER: Glendale Westgate Lodging Investors III, LLC
1600 Aspen Commons Suite 200
Middleton, WI 53562

PROJECT: Home2Suites Glendale AZ
6620 N 95th Ave
Glendale, AZ 85305

ARCHITECT: PK Architects, PC
4515 S. McClintock Drive #206
Tempe, AZ 85282

Scope of Work

This subcontract is issued to Subcontractor for the furnishing and installation of the following work indicated or implied in the Contract Documents for the above listed Project.

The Scope of work shall include but not be limited to:

Provide all material, equipment and labor necessary to complete the trusses and material necessary for the rough framing. Provide all wood backing for all trades. Roof decking to be 5/8" OSB. Shop drawings and submittals required for sheathing, LVL, TJIs, GLBs. All work to be performed within OSHA safety standard methods. All work is to be per plans labeled ASI 1 & 2, Delta 4 Revisions, specification, attached proposal "Exhibit B" and "instructions to bidders" list noted as "Exhibit C". Any changes to plans and specifications must first have written approval from GC. To include sections:06 1000 and 06 17 53. All OSHA safety procedures and Porter Brothers "Project Policy & Safety Requirements" will be strictly enforced. *Proposal Dated 1/13/16 Included as part of contract.*

All work shall be performed in a workmanship like manner, consistent with the Contract Documents, and in accordance with all governing authorities having jurisdiction over the work.

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Subcontract Sum

Contractor agrees to pay the Subcontractor the sum of **Eight Hundred Twenty-Nine Thousand Six Hundred Eighty-Eight And 00/100 \$ 829,688.00** referred to as the Subcontract Sum herein.

Date of Commencement

Time being of the essence, Subcontractor agrees to begin the work including submitting shop drawings, samples, literature, etc. within five (5) calendar days after being notified by Contractor to proceed. Subcontractor shall diligently and continuously complete the work in cooperation and coordination with the other work being performed on the Project so as not to delay the commencement, progress, or completion of the work or of the Project. Subcontractor further agrees to complete the work as required by the construction schedule. Subcontractor agrees that the work will be performed promptly and efficiently, without delaying other aspects of the work; and, if necessary, will complete certain parts of the work in preference to others if directed by Contractor. The construction schedule, and any amendments or modifications, become a part of this subcontract.

Date of Substantial Completion

The Subcontractor must be substantially completed with the work under this subcontract as required by the construction schedule.

Contract Documents

Contract Documents shall be available for inspection and copying at Contractor's office and shall include this subcontract, the conditions of the contract between the owner and the Contractor (general, supplementary and other conditions), and the drawings, specifications and any addenda and modifications to the drawings or specifications. Subcontractor is presumed familiar with the Contract Documents and existing site/building conditions prior to the execution of this subcontract. It is the Subcontractor's responsibility to obtain such copies of the Contract Documents as it requires from the General Contractor.

Contractor and Subcontractor agree to the following conditions:

Work, Materials and Equipment

Subcontractor warrants that all equipment or materials and equipment furnished pursuant to this Subcontract are new, suited for the purpose intended, free from faults and defects, and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective and subject to rejection.

If, within one year after the date of final acceptance of the Project by the Owner, any of the Subcontractor's work or materials is found not to be in accordance with the requirements of the Contract Documents, the Subcontractor shall correct the work or materials within the time period directed when notified by Contractor. Should Subcontractor fail to correct such defective work or materials properly and in the time period specified, the Contractor may make corrections at the Subcontractor's expense. The one-year period shall in no way be construed as a period of limitation.

Indemnification

To the fullest extent permitted by law, Subcontractor will defend, indemnify, and hold Owner and Contractor and their agents and employees harmless from any loss arising out of or resulting from the performance of this subcontract by Subcontractor or any of Subcontractor's materialmen or subcontractors, even if the loss was partially caused or purported to be caused in part by the negligence of Owner or Contractor, unless the loss was occasioned by the sole negligence of Owner or Contractor. For purposes of this section, "loss" includes all claims, demands, damages, losses, expenses, and liability, statutory or otherwise, of any kind or nature, for any bodily injury, sickness, disease, or death, or damage to property, arising out of or resulting from the performance of work by Subcontractor or any of Subcontractor's materialmen or subcontractors. Subcontractor expressly waives any "exclusive remedy" provision of worker's compensation or other statutory or common law that might otherwise affect this section.

Subcontractor Responsibility

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Subcontractor will pay, when due, all claims for labor, materials, equipment, fringe benefits, insurance premiums, sales and payroll taxes, and/or subcontracts applied on, used in, or furnished pursuant to this Subcontract, and, upon request, shall furnish satisfactory evidence to Contractor of same. Subcontractor is required to comply with all governmental labor laws. Subcontractor will prevent the filing of any lien of laborers, mechanics, or materialmen, or attachments, garnishments, or suits involving the title of the property of the Project. If any claims or liens have been made against the Project arising out of labor or materials furnished pursuant to this subcontract, Contractor may, at its discretion, withhold amounts otherwise due or to become due to Subcontractor to cover said claims or liens and any costs or expenses which may arise out of same, including without limitation Contractor's reasonable attorney's fees and expenses. This right of Contractor shall be in addition to any other right or remedy of Contractor. Subcontractor agrees to cause the release of any such claim or lien from the title to the Project within ten (10) calendar days after Contractor delivers written demand to do so. If Subcontractor fails to do so, Contractor is authorized to purchase a bond at twice the amount of the claim, lien, or attachment or use whatever means is necessary to cause said claim, lien, or attachment, together with its effect upon the title to be removed, discharged, satisfied, compromised, or dismissed. The costs thereof, including but not limited to the cost of the bond and Contractor's reasonable attorney's fees and expenses shall become immediately due to Contractor from Subcontractor. Contractor shall have the right to withhold and deduct all such costs from amounts otherwise due Subcontractor.

Warranty

In addition to the requirements of this subcontract, Subcontractor shall be subject to the same duties, obligations and warranties as Contractor under the Contract Documents.

Insurance

Prior to commencing construction, Subcontractor will provide Contractor with an insurance certificate naming Contractor as additional insured and a copy of a current Worker's Compensation insurance certificate.

All insurance certificates on general liability, automobile liability, excess/umbrella liability, and worker's compensation shall be submitted Contractor's office with this executed contract, prior to commencing work. Subcontractor must provide a general liability insurance limit of \$1 million each occurrence / \$2 million general aggregate, an automobile limit of \$1 million combined single limit, an excess umbrella of \$1 million each occurrence and \$1 million aggregate, and a worker's compensation policy that includes and employers' liability limit of \$1 million each accident / \$1 million policy limit / \$1 million each employee. The worker's compensation certificate must include a waiver of subrogation. The general liability certificate must include primary & non contributory, waiver of subrogation, and forms CG 20 10 and CG 20 37 (edition date 07/04 or equivalent) Additional Insured Endorsement, which shows Contractor and Owner as additional insureds on job specific or any and all projects, including completed work. Any subcontractor of the Subcontractor in this contract must carry insurance in like form and amount, and must comply with the additional insured requirements set forth above, listing Contractor and Owner as an additional insured on the project, including completed work. No payment is due under this Subcontractor until the certificates required herein are delivered to Contractor.

Any Subcontractor providing professional services (including but not limited to Engineers and Architects) must have professional liability coverage of at least \$1 million in place with an A or better rated carrier. Contractor is to be named as the additional insured, and the certificate must include the attachment.

Any of the above described insurance policies shall contain a provision that the insurance company or its designee must give the Contractor written notice: (a) 30 days before coverage is non-renewed by the insurance company and (b) within 10 business days after cancellation of coverage by the insurance company. In addition, if any insurance policy required is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled for non-payment or any other reason, the Subcontractor shall give the Contractor written notice within 3 business days upon actual or constructive knowledge of such condition. The Subcontractor agrees to discontinue work on the project until the required insurance has been reinstated and a new certificate has been provided to the Contractor.

Waiver of Subrogation

Contractor and Subcontractor waive all rights against a) each other, including any agents, employees and sub-subcontractors and b) Owner and Architect, and their agents, employees, subcontractors, or sub-subcontractors for fire or any other damage caused or any other losses incurred to the extent that the Prime contract has

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property insurance coverage applicable to the work, except the rights as they may have to the insurance proceeds held through the Owner as fiduciary. Subcontractor shall require subrogation waivers of a similar nature by endorsement or otherwise from all its subcontractors, employees, or agents. If the policies of insurance require an endorsement to provide for continued coverage when a waiver of subrogation is in place, the policy owners will cause this endorsement. A waiver of subrogation shall be effective even though the party would otherwise have a contractual or other duty of indemnification, whether or not the insurance premium was paid directly or indirectly by the party, and whether or not the party has an insurable interest in the damaged property.

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If required, Subcontractor shall furnish to Contractor, surety bonds to assure performance and to guarantee Subcontractor payment requirements related to Subcontractor Work. Cost of the bond shall be paid by Subcontractor. The surety must be approved by the Contractor.

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Subcontractor will submit its application for payment on the 25th of the month. Subcontractor invoicing is to include a schedule of values with an affidavit. Invoices from Subcontractor must be received by Contractor at least two (2) days prior to application date to be considered for payment. The period covered by each application for payment shall be through the application date of each month. Joint checks will be made to suppliers and subcontractors as 20-day preliminary notices are received, unless other arrangements are made in writing with Contractor.

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All progress payments are conditioned upon the Subcontractor furnishing Contractor 1) a signed copy of this Subcontract; 2) Contractor's standard progress lien waiver and release; 3) Prevailing Wage Statements, if required; 4) proof of insurance as required; and 4) notarized lien waiver and release forms from Subcontractor's subcontractors, materialmen, suppliers and laborers, as required. Partial payments of the Subcontract Sum shall be made in the amount of the value of the work completed each period as directed by Contractor on estimates made by Subcontractor and approved by Contractor, Owner, Architect, and Owner's Agent and each shall be payable within ten (10) calendar days after payment is received by Contractor from Owner, provided that, if Contractor does not receive payment from Owner on its application, progress payment will not be made to Subcontractor. If Contractor receives partial payment from the Owner on its application, the corresponding percentage of the Subcontractor payment due will be paid. Payment by Owner to Contractor is an express condition precedent to payment by Contractor to Subcontractor and Subcontractor agrees to look solely to the funds paid by Owner to Contractor for Subcontractor's work for payment hereunder. Subcontractor assumes the risk of nonpayment by the owner due to insolvency or other inability to pay. Contractor shall retain 10% percent of all partial payments of the Subcontract Sum until completion of all work by Contractor and acceptance by Owner.

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as a release to Contractor of all claims and all liability to the Subcontractor for all things done or furnished or relating to the work and for every act of alleged neglect of Contractor arising out of the Subcontract work.

Contractor may withhold from any progress payment or final payment otherwise due to Subcontractor, any amount necessary in Contractor's opinion to protect it from loss on account of Subcontractor's failure to fully comply with any requirement of this subcontract, including but not limited to: 1) defective work not remedied; 2) third party claims filed or reasonable evidence indicating probable filing of such claims; 3) failure of Subcontractor to make payments properly to sub-subcontractors or for labor, materials or equipment; 4) reasonable evidence that work cannot be completed for the unpaid balance of the Subcontract Sum; 5) reasonable evidence that the work will not be completed within the Subcontract time; or 6) failure to carry out work in accordance with the Subcontract Documents.

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Time Extension

If Subcontractor's work is materially delayed, hindered, interfered with or suspended by an event, condition or cause that would entitle Contractor to an extension of time under its contract with Owner, Subcontractor's sole and exclusive remedy is to request a time extension under this Subcontract. Subcontractor's right to a time extension for the above said event, condition or cause shall be expressly contingent on and subject to the following three conditions precedent: 1) Subcontractor shall have filed with Contractor a written notice of Subcontractor's intent to claim a time extension within 48 hours of the commencement of the delaying condition, or other cause; 2) Subcontractor shall have filed with Contractor a written claim for such time extension that otherwise complies with the requisites for making such a claim under the Contract Documents; and 3) Contractor actually obtains a time extension for such event, condition, or cause under the Contract Documents.

If Subcontractor's work is materially delayed, hindered, interfered with or suspended by any acts or omissions of Contractor or its subcontractors or suppliers, Subcontractor's sole and exclusive remedy is to request a time extension under this Subcontract. Subcontractor's right to a time extension for the above said hindrances, interferences or suspensions shall be expressly contingent on and subject to the condition precedent that Subcontractor shall have filed with Contractor a written notice of Subcontractor's intent to claim a time extension within 48 hours of the commencement of the delaying event, or any other cause. No other time extensions shall be granted to Subcontractor under this Contract.

Payment for Damages for Delay

No payment or compensation of any kind shall be made to Subcontractor for damages of any type because of hindrance or delay from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable unless Contractor has first recovered additional compensation for same on behalf of Subcontractor from Owner. Apart from Contractor's recovery from Owner, Subcontractor's sole and exclusive remedy for any delay shall be an extension in the performance time of Subcontractor's work as set forth previously.

If the work is delayed or terminated by any party, Contractor is not responsible to Subcontractor for any payment on labor, materials, equipment, Sub-subcontractor, overhead, lost profit or any other amounts related to work not performed. Furthermore, Contractor and Subcontractor waive all claims against each other for consequential damages relating to or arising out of this Subcontract, including any consequential damages due to Owner's delay or termination of the Work.

Additional Requirements

Subcontractor must have a competent designated foreman on site at all times when work is being performed.

Subcontractor is responsible for its own clean up. Failure to do so within forty-eight (48) hours of notification will result in Contractor completing this portion of work and back-charging Subcontractor. Subcontractor is responsible and required to make safe, clean-up, and haul off from the jobsite on a daily basis all debris, packaging, crating, rubbish, and excess materials, resulting from the work of this Subcontract.

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Subcontractor is responsible to comply with all safety and O.S.H.A. requirements. Subcontractor's jobsite foreman will be responsible for Subcontractor's safety compliance and shall attend Contractor's weekly safety meetings.

Subcontractor is responsible for maintaining its own Hazardous Material information on site. Subcontractor is responsible for dust control, SWPPP's, track out, and other governmental requirements as required by the authorities for Subcontractor operation. Subcontractor shall comply with all applicable governmental laws, rules, and regulations of whatever nature (including but not limited to OSHA regulations, safety issues, environmental, and governmental requirements such as to dust and track out control, Storm Water Pollution Prevention Plan, and LEED requirements, if applicable). If Contractor is assessed any tax, fine, or penalty by any governmental entity or agency, including but not limited to fines or penalties assessed under OSHA, as a result of acts or violations committed by Subcontractor, its employees, agents, independent contractors or materialmen, Contractor shall be entitled to immediate reimbursement from Subcontractor in the amount of said fine, assessment and penalty and shall be entitled to deduct said amount from any amounts due Subcontractor hereunder.

If Contractor accepts material delivery for Subcontractor, Contractor is not responsible for the condition of said material. Contractor will not be responsible for any Subcontractor material or equipment not installed on site under the scope of this Subcontract. All said items will be the responsibility of the Subcontractor until properly installed.

Subcontractor shall respect and protect all other Subcontractors work in the performance of its own duties of this contract. To avoid conflict, Subcontractor will cooperate and coordinate scheduling and installation with Contractor and its subcontractors to ensure the timely successful completion of Project.

Change Orders

No Change Orders will be paid without written approval from Contractor's Project Managers. Field Superintendents will verify work only and do not have the authority to authorize expenditures without Project Manager approval. Overhead and profit on Change Orders is limited to 12% unless otherwise indicated on Contract Documents. Contractor reserves the right to confirm actual costs. Any dispute regarding extras by Subcontractor must be brought to Contractor's attention immediately. If a dispute for extras is not settled by the Subcontractor and Contractor, it must be the subject of a written claim by the Subcontractor to Contractor, made within twenty-one (21) calendar days of the date that the extra was incurred by the Subcontractor. If said claim is not settled, it shall be deemed denied. If the Subcontractor wishes to pursue the claim further, it may only do so by filing a demand of arbitration pursuant to the terms of this contract.

Assignment

Subcontractor shall not assign the whole or any part of Subcontractor Work or this Subcontract Agreement without prior written approval of Contractor.

Claim

A Claim is a demand or assertion by Subcontractor seeking any remedy under, or enforcement of, or adjustment or interpretation of, this Subcontract, or seeking any money or other relief relating in any way to the Project or Subcontractor's work on the Project. Claims shall be made initially to Contractor in writing within twenty-one (21) calendar days of the event or occurrence giving rise to the Claim. If written notice of the claim is not provided within twenty-one days, the Claim is waived. If the Claim is not resolved, or if forty-five (45) calendar days pass without a response from Contractor, the Subcontractor must file a demand for arbitration with Contractor. Such demand for arbitration must be filed within twenty-one (21) days of the Contractor's rejection of the claim, or within sixty (60) days of the initial notice of claim if no response is made.

Once a demand for arbitration is filed, Contractor may request mediation as a precondition to the arbitration. Such demand by Contractor may be made anytime prior to the arbitration hearing. If demand for mediation is made, Contractor and Subcontractor shall attempt to agree on a mediator to hear the Claim. If the parties cannot agree on a mediator, the Contractor shall select an agency or company to appoint a mediator, such as the American Arbitration Association, or some similar agency or company. Any agreement reached in mediation can be enforced as a settlement agreement in any court of competent jurisdiction.

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If mediation is not requested or if the mediation fails, Contractor and Subcontractor shall attempt to agree on an arbitrator to hear the claim. If the parties cannot agree to an arbitrator, the Contractor shall select an agency or company to appoint the arbitrator such as the American Arbitration Association, or some similar agency or company. Any arbitration proceedings brought pursuant to this subcontract must be brought in Maricopa County, Arizona and any arbitration award shall be final and binding. The Arbitrator shall have authority to award the prevailing party its reasonable attorney's fees and other costs incurred in prosecuting and/or defending the Claim, together with the pre-award or post-award interest. All work by Subcontractor shall proceed during the processing of the Claim and arbitration. Any arbitration award can be enforced in any court of competent jurisdiction.

If Subcontractor defaults or persistently fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provisions of the Contract, Contractor, after five (5) calendar days of written notice to Subcontractor and without prejudice to any other remedy it may have, may take over the work of Subcontractor in its entirety, or in part, and may deduct the cost thereof, including compensation for additional services made necessary thereby, from payment then or thereafter due Subcontractor. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the work, such excess shall be paid to the Subcontractor, but if such expense exceeds such unpaid balance, Subcontractor shall pay the difference to Contractor.

Termination by Owner

If the Owner terminates the Contract for the Owner's convenience, Contractor shall promptly notify Subcontractor in writing of the termination and direct Subcontractor as required in the notice. Subcontractor shall notify its subcontractors and suppliers of the termination, and stop such on-going work and stop any pending purchase orders as necessary.

In the case of an Owner's termination for convenience, Subcontractor shall be entitled to payment for work performed, but only to the extent that the Contractor is paid for such work by Owner.

Integration

This subcontract supersedes all prior bids, correspondences, facsimiles, negotiations, or other communications, and, together with the Contract Documents, constitutes the entire agreement between Subcontractor and Contractor. Conditions and representations, oral or written, that are inconsistent with this Subcontract shall be of no effect unless mutually agreed to be in writing and signed by Subcontractor and Contractor.

Applicable Law

The Subcontract shall be governed by Arizona law.

Exhibits

The following Exhibits are incorporated by reference and made part of this Agreement:

Exhibit A: List of drawings, specifications, addenda, soils report, etc.

Exhibit B: Other, if any

Issued by Contractor by: 

Chase Porter, Project Manager

On 5/20/16 (Date)

Accepted by: 

Name and Title

On 3/31/16 (Date)

Of: **Par 2 Contractors LLC**

Arizona Projects only:

Arizona Transaction Privilege Tax Type (TPT): Modification _____ Initial _____

Par 2 Contractors, LLC
PO Box 843235
Hildale, Utah 84784

FRAMING PROPOSAL

January 13, 2016

Submitted to: Porter Brothers
1285 N. Fiesta Blvd.
Gilbert, Arizona 85233
Phone: (480) 545-7272
Fax: (480) 545-2822
E: chase@porterbrothers.com

Home 2 Suites
Chandler, Arizona

We hereby propose to furnish **Rough Carpentry** for The Home 2 Suites in Gilbert, Arizona as per drawings by PK Architects, PC revision dated 12/15/15.

Proposal includes:

Labor & fasteners (nails)
Lumber, sheeting, joists & beams, trusses, Simpson hardware (except as noted)
Forklift, manlift, & craning as needed

Proposal excludes:

Embedded Simpson Strong Tie & embedded bolts
Welded Simpson Strong Tie & steel plate connectors, buckets, etc.
All steel supply & erection (including shop-fab or site-fab hangers), steel stud framing
Windows, doors, window wrap, tyvek, etc.
All gypsum (interior & exterior)
Ceiling Drops/Int. soffits
Garbage removal from jobsite

Work shall be completed in a timely fashion and project site relating to rough carpentry will be left in an orderly condition.

Framing Proposal

\$829,688

~~-Window Installation Option (Window wrap by others) (Excludes Storefront windows)-~~

~~-\$13,350-~~

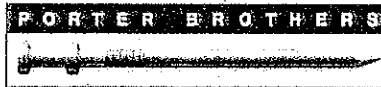
~~-Structural Steel Option-~~

~~-\$159,932-~~

Includes: Beams & columns, detailing, shop primer, erection, trellises, bollards, stair grab rail, pool building steel channel, tube, fence & gates, dumpster gates, anchor bolts for steel, assembly bolts, shipping to jobsite

Excludes: Lintels & ledger angles, Sitework including (gates, roof hatches, fencing except as noted), specialty & sheet metals (stainless, brass, aluminum, copper, etc.)

Respectfully,
Brian Jessop



Porter Bros., Inc. dba Porter Brothers
1285 N. Fiesta Blvd. Gilbert, AZ 85233
480-545-7272 Fax: 480-545-2822
www.porterbrothers.com

AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

Subcontract #: PB15046204 (Subcontractor number must appear on all invoices)

This agreement is made 6/17/2015 by and between

CONTRACTOR: Porter Bros., Inc.
1285 N. Fiesta Blvd.
Gilbert, AZ 85233
Phone: 480-545-7272 Fax: 480-545-2822

and

SUBCONTRACTOR: Par 2 Contractors LLC (Referred to herein as "Subcontractor")
PO Box 843235
Hildale, UT 84784
Phone: 435-874-1310 Fax:
Contact: Jake Barlow

The Contractor has made a contract with the Owner for construction of the Project dated

OWNER: Chandler Continuum Lodging Investors LLC
1600 Aspen Commons Suite 200
Middleton, WI 53562

PROJECT: Home 2 Suites Chandler AZ
2490 W. Queen Creek Road
Chandler, AZ 85286

ARCHITECT: PK Architects, PC
4515 S. McClintock Drive #206
Tempe, AZ 85282

Scope of Work

This subcontract is issued to Subcontractor for the furnishing and installation of the following work indicated or implied in the Contract Documents for the above listed Project.

The Scope of work shall include but not be limited to:

Provide all material, equipment and labor necessary to complete the trusses and material necessary for the rough framing. Provide all wood backing for all trades. ~~Roof decking to be 5/8" OSB~~ Shop drawings and submittals required for sheathing, LVL, TJIs, GLBs. All work to be performed within OSHA safety standard methods. All work is to be per plan, specification, attached proposal and "instructions to bidders" list noted as "Exhibit B", and Addenda 1. Any changes to plans and specifications must first have written approval from GC. To include sections: 06 1000 and 06 17 53.

All work shall be performed in a workmanship like manner, consistent with the Contract Documents, and in accordance with all governing authorities having jurisdiction over the work.

Subcontract Sum

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Contractor agrees to pay the Subcontractor the sum of **Seven Hundred Fifty-Five Thousand And 00/100 \$ 755,000.00** referred to as the Subcontract Sum herein.

Date of Commencement

Time being of the essence, Subcontractor agrees to begin the work including submitting shop drawings, samples, literature, etc. within five (5) calendar days after being notified by Contractor to proceed. Subcontractor shall diligently and continuously complete the work in cooperation and coordination with the other work being performed on the Project so as not to delay the commencement, progress, or completion of the work or of the Project. Subcontractor further agrees to complete the work as required by the construction schedule. Subcontractor agrees that the work will be performed promptly and efficiently, without delaying other aspects of the work; and, if necessary, will complete certain parts of the work in preference to others if directed by Contractor. The construction schedule, and any amendments or modifications, become a part of this subcontract.

Date of Substantial Completion

The Subcontractor must be substantially completed with the work under this subcontract as required by the construction schedule.

Contract Documents

Contract Documents shall be available for inspection and copying at Contractor's office and shall include this subcontract, the conditions of the contract between the owner and the Contractor (general, supplementary and other conditions), and the drawings, specifications and any addenda and modifications to the drawings or specifications. Subcontractor is presumed familiar with the Contract Documents and existing site/building conditions prior to the execution of this subcontract. It is the Subcontractor's responsibility to obtain such copies of the Contract Documents as it requires from the General Contractor.

Contractor and Subcontractor agree to the following conditions:

Work, Materials and Equipment

Subcontractor warrants that all equipment or materials and equipment furnished pursuant to this Subcontract are new, suited for the purpose intended, free from faults and defects, and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective and subject to rejection.

If, within one year after the date of final acceptance of the Project by the Owner, any of the Subcontractor's work or materials is found not to be in accordance with the requirements of the Contract Documents, the Subcontractor shall correct the work or materials within the time period directed when notified by Contractor. Should Subcontractor fail to correct such defective work or materials properly and in the time period specified, the Contractor may make corrections at the Subcontractor's expense. The one-year period shall in no way be construed as a period of limitation.

Indemnification

To the fullest extent permitted by law, Subcontractor will defend, indemnify, and hold Owner and Contractor and their agents and employees harmless from any loss arising out of or resulting from the performance of this subcontract by Subcontractor or any of Subcontractor's materialmen or subcontractors, even if the loss was partially caused by the negligence of Owner or Contractor, unless the loss was occasioned by the sole negligence of Owner or Contractor. For purposes of this section, "loss" includes all claims, demands, damages, losses, expenses, and liability, statutory or otherwise, of any kind or nature, for any bodily injury, sickness, disease, or death, or damage to property, arising out of or resulting from the performance of work by Subcontractor or any of Subcontractor's materialmen or subcontractors. Subcontractor expressly waives any "exclusive remedy" provision of worker's compensation or other statutory or common law that might otherwise affect this section.

Subcontractor Responsibility

Subcontractor will pay, when due, all claims for labor, materials, equipment, fringe benefits, insurance premiums, sales and payroll taxes, and/or subcontracts applied on, used in, or furnished pursuant to this

Subcontract #: PB15046204**Page 3**

Subcontract, and, upon request, shall furnish satisfactory evidence to Contractor of same. Subcontractor is required to comply with all governmental labor laws. Subcontractor will prevent the filing of any lien of laborers, mechanics, or materialmen, or attachments, garnishments, or suits involving the title of the property of the Project. If any claims or liens have been made against the Project arising out of labor or materials furnished pursuant to this subcontract, Contractor may, at its discretion, withhold amounts otherwise due or to become due to Subcontractor to cover said claims or liens and any costs or expenses which may arise out of same, including without limitation Contractor's reasonable attorney's fees and expenses. This right of Contractor shall be in addition to any other right or remedy of Contractor. Subcontractor agrees to cause the release of any such claim or lien from the title to the Project within ten (10) calendar days after Contractor delivers written demand to do so. If Subcontractor fails to do so, Contractor is authorized to purchase a bond at twice the amount of the claim, lien, or attachment or use whatever means is necessary to cause said claim, lien, or attachment, together with its effect upon the title to be removed, discharged, satisfied, compromised, or dismissed. The costs thereof, including but not limited to the cost of the bond and Contractor's reasonable attorney's fees and expenses shall become immediately due to Contractor from Subcontractor. Contractor shall have the right to withhold and deduct all such costs from amounts otherwise due Subcontractor.

Warranty

In addition to the requirements of this subcontract, Subcontractor shall be subject to the same duties, obligations and warranties as Contractor under the Contract Documents.

Insurance

Prior to commencing construction, Subcontractor will provide Contractor with an insurance certificate naming Contractor as additional insured and a copy of a current Worker's Compensation insurance certificate.

All insurance certificates on general liability, automobile liability, excess/umbrella liability, and worker's compensation shall be submitted Contractor's office with this executed contract, prior to commencing work. Subcontractor must provide a general liability insurance limit of \$1 million each occurrence / \$2 million general aggregate, an automobile limit of \$1 million combined single limit, an excess umbrella of \$1 million each occurrence and \$1 million aggregate, and a worker's compensation policy that includes and employers' liability limit of \$1 million each accident / \$1 million policy limit / \$1 million each employee. The worker's compensation certificate must include a waiver of subrogation. The general liability certificate must include primary & non contributory, waiver of subrogation, and forms CG 20 10 and CG 20 37 (edition date 07/04 or equivalent) Additional Insured Endorsement, which shows Contractor and Owner as additional insureds on job specific or any and all projects, including completed work. Any subcontractor of the Subcontractor in this contract must carry insurance in like form and amount, and must comply with the additional insured requirements set forth above, listing Contractor and Owner as an additional insured on the project, including completed work. No payment is due under this Subcontractor until the certificates required herein are delivered to Contractor.

Any Subcontractor providing professional services (including but not limited to Engineers and Architects) must have professional liability coverage of at least \$1 million in place with an A or better rated carrier. Contractor is to be named as the additional insured, and the certificate must include the attachment.

Any of the above described insurance policies shall contain a provision that the insurance company or its designee must give the Contractor written notice: (a) 30 days before coverage is non-renewed by the insurance company and (b) within 10 business days after cancelation of coverage by the insurance company. In addition, if any insurance policy required is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled for non-payment or any other reason, the Subcontractor shall give the Contractor written notice within 3 business days upon actual or constructive knowledge of such condition. The Subcontractor agrees to discontinue work on the project until the required insurance has been reinstated and a new certificate has been provided to the Contractor.

Waiver of Subrogation

Contractor and Subcontractor waive all rights against a) each other, including any agents, employees and sub-subcontractors and b) Owner and Architect, and their agents, employees, subcontractors, or sub-subcontractors for fire or any other damage caused or any other losses incurred to the extent that the Prime contract has property insurance coverage applicable to the work, except the rights as they may have to the insurance proceeds held through the Owner as fiduciary. Subcontractor shall require subrogation waivers of a similar

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nature by endorsement or otherwise from all its subcontractors, employees, or agents. If the policies of insurance require an endorsement to provide for continued coverage when a waiver of subrogation is in place, the policy owners will cause this endorsement. A waiver of subrogation shall be effective even though the party would otherwise have a contractual or other duty of indemnification, whether or not the insurance premium was paid directly or indirectly by the party, and whether or not the party has an insurable interest in the damaged property.

Bond

If required, Subcontractor shall furnish to Contractor, surety bonds to assure performance and to guarantee Subcontractor payment requirements related to Subcontractor Work. Cost of the bond shall be paid by Subcontractor. The surety must be approved by the Contractor.

Payment Requirements

Subcontractor will submit its application for payment on the 25th of the month. Subcontractor invoicing is to include a schedule of values with an affidavit. Invoices from Subcontractor must be received by Contractor at least two (2) days prior to application date to be considered for payment. The period covered by each application for payment shall be through the application date of each month. Joint checks will be made to suppliers and subcontractors as 20-day preliminary notices are received, unless other arrangements are made in writing with Contractor.

Progress Payments

All progress payments are conditioned upon the Subcontractor furnishing Contractor 1) a signed copy of this Subcontract; 2) Contractor's standard progress lien waiver and release; 3) Prevailing Wage Statements, if required; 4) proof of insurance as required; and 4) notarized lien waiver and release forms from Subcontractor's subcontractors, materialmen, suppliers and laborers, as required. Partial payments of the Subcontract Sum shall be made in the amount of the value of the work completed each period as directed by Contractor on estimates made by Subcontractor and approved by Contractor, Owner, Architect, and Owner's Agent and each shall be payable within ten (10) calendar days after payment is received by Contractor from Owner, provided that, if Contractor does not receive payment from Owner on its application, progress payment will not be made to Subcontractor. If Contractor receives partial payment from the Owner on its application, the corresponding percentage of the Subcontractor payment due will be paid. Payment by Owner to Contractor is an express condition precedent to payment by Contractor to Subcontractor and Subcontractor agrees to look solely to the funds paid by Owner to Contractor for Subcontractor's work for payment hereunder. Subcontractor assumes the risk of nonpayment by the owner due to insolvency or other inability to pay. Contractor shall retain 10% percent of all partial payments of the Subcontract Sum until completion of all work by Contractor and acceptance by Owner.

Payment by Contractor shall not be construed to be an acceptance of defective work or improper material.

Final Payment

Final Payment constituting the unpaid balance of the Subcontract Sum shall be made by Contractor to Subcontractor when Subcontractor's work is fully performed in accordance with the requirements of the Contract Documents, when all such work is accepted by Contractor and Owner, and ten (10) calendar days after such payment is received by Contractor from Owner. If Contractor does not receive payment from the Owner on its application, final payment will not be made to Subcontractor. If Contractor receives partial payment from Owner on its application, the corresponding percentage of the Subcontractor payment due will be paid. Payment by Owner to Contractor is an express condition precedent to payment by Contractor to Subcontractor and Subcontractor agrees to look solely to the funds paid by Owner to Contractor for Subcontractor's work for payment hereunder. Subcontractor assumes the risk of nonpayment by the Owner due to insolvency or other inability to pay. Before and as additional conditions to Contractor's issuance of Final Payment, Subcontractor shall provide Contractor the following: 1) signed and notarized standard unconditional final lien waiver; 2) signed and notarized unconditional final lien waivers from Subcontractor's subcontractors, suppliers, laborers and materialmen as required; 3) completion of all punch list requirements (punch list items must be completed within seven (7) calendar days of notification); and 4) any other close out requirement contained in the Contract Documents or required by law. The acceptance by the Subcontractor of its Final Payment shall be and operate as a release to Contractor of all claims and all liability to the Subcontractor for all things done or furnished or relating to the work and for every act of alleged neglect of Contractor arising out of the Subcontract work.

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Contractor may withhold from any progress payment or final payment otherwise due to Subcontractor, any amount necessary in Contractor's opinion to protect it from loss on account of Subcontractor's failure to fully comply with any requirement of this subcontract, including but not limited to: 1) defective work not remedied; 2) third party claims filed or reasonable evidence indicating probable filing of such claims; 3) failure of Subcontractor to make payments properly to sub-subcontractors or for labor, materials or equipment; 4) reasonable evidence that work cannot be completed for the unpaid balance of the Subcontract Sum; 5) reasonable evidence that the work will not be completed within the Subcontract time; or 6) failure to carry out work in accordance with the Subcontract Documents.

Payment by Contractor shall not be construed to be an acceptance of defective work or improper material.

Time Extension

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If the work is delayed or terminated by any party, Contractor is not responsible to Subcontractor for any payment on labor, materials, equipment, Sub-subcontractor, overhead, lost profit or any other amounts related to work not performed. Furthermore, Contractor and Subcontractor waive all claims against each other for consequential damages relating to or arising out of this Subcontract, including any consequential damages due to Owner's delay or termination of the Work.

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A Claim is a demand or assertion by Subcontractor seeking any remedy under, or enforcement of, or adjustment or interpretation of, this Subcontract, or seeking any money or other relief relating in any way to the Project or Subcontractor's work on the Project. Claims shall be made initially to Contractor in writing within twenty-one (21) calendar days of the event or occurrence giving rise to the Claim. If written notice of the claim is not provided within twenty-one days, the Claim is waived. If the Claim is not resolved, or if forty-five (45) calendar days pass without a response from Contractor, the Subcontractor must file a demand for arbitration with Contractor. Such demand for arbitration must be filed within twenty-one (21) days of the Contractor's rejection of the claim, or within sixty (60) days of the initial notice of claim if no response is made.

Once a demand for arbitration is filed, Contractor may request mediation as a precondition to the arbitration. Such demand by Contractor may be made anytime prior to the arbitration hearing. If demand for mediation is made, Contractor and Subcontractor shall attempt to agree on a mediator to hear the Claim. If the parties cannot agree on a mediator, the Contractor shall select an agency or company to appoint a mediator, such as the American Arbitration Association, or some similar agency or company. Any agreement reached in mediation can be enforced as a settlement agreement in any court of competent jurisdiction.

If mediation is not requested or if the mediation fails, Contractor and Subcontractor shall attempt to agree on an arbitrator to hear the claim. If the parties cannot agree to an arbitrator, the Contractor shall select an agency or company to appoint the arbitrator such as the American Arbitration Association, or some similar agency or

Subcontract #: PB15046204

Page 7

company. Any arbitration proceedings brought pursuant to this subcontract must be brought in Maricopa County, Arizona and any arbitration award shall be final and binding. The Arbitrator shall have authority to award the prevailing party its reasonable attorney's fees and other costs incurred in prosecuting and/or defending the Claim, together with the pre-award or post-award interest. All work by Subcontractor shall proceed during the processing of the Claim and arbitration. Any arbitration award can be enforced in any court of competent jurisdiction.

If Subcontractor defaults or persistently fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provisions of the Contract, Contractor, after five (5) calendar days of written notice to Subcontractor and without prejudice to any other remedy it may have, may take over the work of Subcontractor in its entirety, or in part, and may deduct the cost thereof, including compensation for additional services made necessary thereby, from payment then or thereafter due Subcontractor. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the work, such excess shall be paid to the Subcontractor, but if such expense exceeds such unpaid balance, Subcontractor shall pay the difference to Contractor.

Termination by Owner

If the Owner terminates the Contract for the Owner's convenience, Contractor shall promptly notify Subcontractor in writing of the termination and direct Subcontractor as required in the notice. Subcontractor shall notify its subcontractors and suppliers of the termination, and stop such on-going work and stop any pending purchase orders as necessary.

In the case of an Owner's termination for convenience, Subcontractor shall be entitled to payment for work performed, but only to the extent that the Contractor is paid for such work by Owner.

Integration

This subcontract supersedes all prior bids, correspondences, facsimiles, negotiations, or other communications, and, together with the Contract Documents, constitutes the entire agreement between Subcontractor and Contractor. Conditions and representations, oral or written, that are inconsistent with this Subcontract shall be of no effect unless mutually agreed to be in writing and signed by Subcontractor and Contractor.

Applicable Law

The Subcontract shall be governed by Arizona law.

Exhibits

The following Exhibits are incorporated by reference and made part of this Agreement:

Exhibit A: List of drawings, specifications, addenda, soils report, etc.

Exhibit B: Other, if any

Issued by Contractor by: Chase Porter

Chase Porter, Project Manager

On 8/28/15 (Date)

Accepted by: John Barlow

Name and Title

John Barlow

Project Manager

On 8/20/15 (Date)

Of: **Par 2 Contractors LLC**

Arizona Projects only:

Arizona Transaction Privilege Tax Type (TPT): Modification _____ Initial

Par 2 Contractors, LLC
PO Box 843235
Hildale, Utah 84784

FRAMING PROPOSAL

March 18, 2015

Submitted to: Porter Brothers
1285 N. Fiesta Blvd.
Gilbert, Arizona 85233
Phone: (480) 545-7272
Fax: (480) 545-2822
E: chase@porterbrothers.com

Home 2 Suites
Chandler, Arizona

We hereby propose to furnish **Rough Carpentry** for The Home 2 Suites in Chandler, Arizona as per drawings by PK Architects, PC dated 1/12/15.

Proposal includes:

Labor & fasteners (nails)
Lumber, sheeting, joists & beams, trusses, Simpson hardware (except as noted)
Forklift, manlift, & craning as needed

Proposal excludes:

Embedded Simpson Strong Tie & embedded bolts
Welded Simpson Strong Tie & steel plate connectors, buckets, etc.
All steel supply & erection (including shop-fab or site-fab hangers), steel stud framing
Windows, doors, window wrap, tyvek, etc.
All gypsum (interior & exterior)
Ceiling Drops/Int. soffits
Garbage removal from jobsite

Work shall be completed in a timely fashion and project site relating to rough carpentry will be left in an orderly condition.

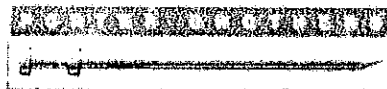
Per phone call w/ Brian
Jessop 5/21/15

Framing Proposal

~~\$812,434~~ \$755,000

~~Window Installation Option (Window wrap by others) (Excludes Storefront windows)~~ ~~\$11,800~~

Respectfully,
Brian Jessop



Porter Bros., Inc. dba Porter Brothers
1285 N. Fiesta Blvd. Gilbert, AZ 85233
480-545-7272 Fax: 480-545-2822
www.porterbrothers.com

AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

Subcontract #: SS16016204 (Subcontractor number must appear on all invoices)

This agreement is made 5/4/2016 by and between

CONTRACTOR: Porter Bros., Inc.
1285 N. Fiesta Blvd.
Gilbert, AZ 85233
Phone: 480-545-7272 Fax: 480-545-2822

and

SUBCONTRACTOR: Par 2 Contractors LLC (Referred to herein as "Subcontractor")
PO Box 843235
Hildale, UT 84784
Phone: 435-874-1310 Fax:
Contact: Brian Jessop

The Contractor has made a contract with the Owner for construction of the Project dated 03/18/2016

OWNER: FMH Enterprises LLC Et al.
PO Box 250
Show Low, AZ 85902

PROJECT: Flagstaff Residence Inn
100 N Humphreys St
Flagstaff, AZ 85901

ARCHITECT:

Scope of Work

This subcontract is issued to Subcontractor for the furnishing and installation of the following work indicated or implied in the Contract Documents for the above listed Project.

The Scope of work shall include but not be limited to:

Provide all material, equipment and labor necessary to complete the rough framing. Provide all wood backing for all trades. Roof decking to be 5/8" OSB. Shop drawings and submittals required for sheathing, LVL, TJIs, GLBs. All work to be performed within OSHA safety standard methods. All work is to be per plans labeled (Addendum #1, ASI #1, ASI #2, ASI #3 and Flood Comments), specification, attached proposal "Exhibit B." Lumber in lobby area (below design flood elevation) to be treated. Any changes to plans and specifications must first have written approval from GC. To include sections: 06 1000 and 06 17 53. All OSHA safety procedures and Porter Brothers "Project Policy & Safety Requirements" will be strictly enforced.

All work shall be performed in a workmanship like manner, consistent with the Contract Documents, and in accordance with all governing authorities having jurisdiction over the work.

Subcontract #: SS16016204

Page 2

Subcontract Sum

Contractor agrees to pay the Subcontractor the sum of \$ 1,125,294.00 referred to as the Subcontract Sum herein.

Date of Commencement

Time being of the essence, Subcontractor agrees to begin the work including submitting shop drawings, samples, literature, etc. within five (5) calendar days after being notified by Contractor to proceed. Subcontractor shall diligently and continuously complete the work in cooperation and coordination with the other work being performed on the Project so as not to delay the commencement, progress, or completion of the work or of the Project. Subcontractor further agrees to complete the work as required by the construction schedule. Subcontractor agrees that the work will be performed promptly and efficiently, without delaying other aspects of the work; and, if necessary, will complete certain parts of the work in preference to others if directed by Contractor. The construction schedule, and any amendments or modifications, become a part of this subcontract.

Date of Substantial Completion

The Subcontractor must be substantially completed with the work under this subcontract as required by the construction schedule.

Contract Documents

Contract Documents shall be available for inspection and copying at Contractor's office and shall include this subcontract, the conditions of the contract between the owner and the Contractor (general, supplementary and other conditions), and the drawings, specifications and any addenda and modifications to the drawings or specifications. Subcontractor is presumed familiar with the Contract Documents and existing site/building conditions prior to the execution of this subcontract. It is the Subcontractor's responsibility to obtain such copies of the Contract Documents as it requires from the General Contractor.

Contractor and Subcontractor agree to the following conditions:

Work, Materials and Equipment

Subcontractor warrants that all equipment or materials and equipment furnished pursuant to this Subcontract are new, suited for the purpose intended, free from faults and defects, and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective and subject to rejection.

If, within one year after the date of final acceptance of the Project by the Owner, any of the Subcontractor's work or materials is found not to be in accordance with the requirements of the Contract Documents, the Subcontractor shall correct the work or materials within the time period directed when notified by Contractor. Should Subcontractor fail to correct such defective work or materials properly and in the time period specified, the Contractor may make corrections at the Subcontractor's expense. The one-year period shall in no way be construed as a period of limitation.

Indemnification

To the fullest extent permitted by law, Subcontractor will defend, indemnify, and hold Owner and Contractor and their agents and employees harmless from any loss arising out of or resulting from the performance of this subcontract by Subcontractor or any of Subcontractor's materialmen or subcontractors, even if the loss was partially caused or purported to be caused in part by the negligence of Owner or Contractor, unless the loss was occasioned by the sole negligence of Owner or Contractor. For purposes of this section, "loss" includes all claims, demands, damages, losses, expenses, and liability, statutory or otherwise, of any kind or nature, for any bodily injury, sickness, disease, or death, or damage to property, arising out of or resulting from the performance of work by Subcontractor or any of Subcontractor's materialmen or subcontractors. Subcontractor expressly waives any "exclusive remedy" provision of worker's compensation or other statutory or common law that might otherwise affect this section.

Subcontractor Responsibility

Subcontract #: SS16016204

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Subcontractor will pay, when due, all claims for labor, materials, equipment, fringe benefits, insurance premiums, sales and payroll taxes, and/or subcontracts applied on, used in, or furnished pursuant to this Subcontract, and, upon request, shall furnish satisfactory evidence to Contractor of same. Subcontractor is required to comply with all governmental labor laws. Subcontractor will prevent the filing of any lien of laborers, mechanics, or materialmen, or attachments, garnishments, or suits involving the title of the property of the Project. If any claims or liens have been made against the Project arising out of labor or materials furnished pursuant to this subcontract, Contractor may, at its discretion, withhold amounts otherwise due or to become due to Subcontractor to cover said claims or liens and any costs or expenses which may arise out of same, including without limitation Contractor's reasonable attorney's fees and expenses. This right of Contractor shall be in addition to any other right or remedy of Contractor. Subcontractor agrees to cause the release of any such claim or lien from the title to the Project within ten (10) calendar days after Contractor delivers written demand to do so. If Subcontractor fails to do so, Contractor is authorized to purchase a bond at twice the amount of the claim, lien, or attachment or use whatever means is necessary to cause said claim, lien, or attachment, together with its effect upon the title to be removed, discharged, satisfied, compromised, or dismissed. The costs thereof, including but not limited to the cost of the bond and Contractor's reasonable attorney's fees and expenses shall become immediately due to Contractor from Subcontractor. Contractor shall have the right to withhold and deduct all such costs from amounts otherwise due Subcontractor.

Warranty

In addition to the requirements of this subcontract, Subcontractor shall be subject to the same duties, obligations and warranties as Contractor under the Contract Documents.

Insurance

Prior to commencing construction, Subcontractor will provide Contractor with an insurance certificate naming Contractor as additional insured and a copy of a current Worker's Compensation insurance certificate.

All insurance certificates on general liability, automobile liability, excess/umbrella liability, and worker's compensation shall be submitted Contractor's office with this executed contract, prior to commencing work. Subcontractor must provide a general liability insurance limit of \$1 million each occurrence / \$2 million general aggregate, an automobile limit of \$1 million combined single limit, an excess umbrella of \$1 million each occurrence and \$1 million aggregate, and a worker's compensation policy that includes and employers' liability limit of \$1 million each accident / \$1 million policy limit / \$1 million each employee. The worker's compensation certificate must include a waiver of subrogation. The general liability certificate must include primary & non contributory, waiver of subrogation, and forms CG 20 10 and CG 20 37 (edition date 07/04 or equivalent) Additional Insured Endorsement, which shows Contractor and Owner as additional insureds on job specific or any and all projects, including completed work. Any subcontractor of the Subcontractor in this contract must carry insurance in like form and amount, and must comply with the additional insured requirements set forth above, listing Contractor and Owner as an additional insured on the project, including completed work. No payment is due under this Subcontractor until the certificates required herein are delivered to Contractor.

Any Subcontractor providing professional services (including but not limited to Engineers and Architects) must have professional liability coverage of at least \$1 million in place with an A or better rated carrier. Contractor is to be named as the additional insured, and the certificate must include the attachment.

Any of the above described insurance policies shall contain a provision that the insurance company or its designee must give the Contractor written notice: (a) 30 days before coverage is non-renewed by the insurance company and (b) within 10 business days after cancelation of coverage by the insurance company. In addition, if any insurance policy required is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled for non-payment or any other reason, the Subcontractor shall give the Contractor written notice within 3 business days upon actual or constructive knowledge of such condition. The Subcontractor agrees to discontinue work on the project until the required insurance has been reinstated and a new certificate has been provided to the Contractor.

Waiver of Subrogation

Contractor and Subcontractor waive all rights against a) each other, including any agents, employees and sub-subcontractors and b) Owner and Architect, and their agents, employees, subcontractors, or sub-subcontractors for fire or any other damage caused or any other losses incurred to the extent that the Prime contract has

Subcontract #: SS16016204

Page 4

property insurance coverage applicable to the work, except the rights as they may have to the insurance proceeds held through the Owner as fiduciary. Subcontractor shall require subrogation waivers of a similar nature by endorsement or otherwise from all its subcontractors, employees, or agents. If the policies of insurance require an endorsement to provide for continued coverage when a waiver of subrogation is in place, the policy owners will cause this endorsement. A waiver of subrogation shall be effective even though the party would otherwise have a contractual or other duty of indemnification, whether or not the insurance premium was paid directly or indirectly by the party, and whether or not the party has an insurable interest in the damaged property.

Bond

If required, Subcontractor shall furnish to Contractor, surety bonds to assure performance and to guarantee Subcontractor payment requirements related to Subcontractor Work. Cost of the bond shall be paid by Subcontractor. The surety must be approved by the Contractor.

Payment Requirements

Subcontractor will submit its application for payment on the 25th of the month. Subcontractor invoicing is to include a schedule of values with an affidavit. Invoices from Subcontractor must be received by Contractor at least two (2) days prior to application date to be considered for payment. The period covered by each application for payment shall be through the application date of each month. Joint checks will be made to suppliers and subcontractors as 20-day preliminary notices are received, unless other arrangements are made in writing with Contractor.

Progress Payments

All progress payments are conditioned upon the Subcontractor furnishing Contractor 1) a signed copy of this Subcontract; 2) Contractor's standard progress lien waiver and release; 3) Prevailing Wage Statements, if required; 4) proof of insurance as required; and 4) notarized lien waiver and release forms from Subcontractor's subcontractors, materialmen, suppliers and laborers, as required. Partial payments of the Subcontract Sum shall be made in the amount of the value of the work completed each period as directed by Contractor on estimates made by Subcontractor and approved by Contractor, Owner, Architect, and Owner's Agent and each shall be payable within ten (10) calendar days after payment is received by Contractor from Owner, provided that, if Contractor does not receive payment from Owner on its application, progress payment will not be made to Subcontractor. If Contractor receives partial payment from the Owner on its application, the corresponding percentage of the Subcontractor payment due will be paid. Payment by Owner to Contractor is an express condition precedent to payment by Contractor to Subcontractor and Subcontractor agrees to look solely to the funds paid by Owner to Contractor for Subcontractor's work for payment hereunder. Subcontractor assumes the risk of nonpayment by the owner due to insolvency or other inability to pay. Contractor shall retain 10% percent of all partial payments of the Subcontract Sum until completion of all work by Contractor and acceptance by Owner.

Payment by Contractor shall not be construed to be an acceptance of defective work or improper material.

Final Payment

Final Payment constituting the unpaid balance of the Subcontract Sum shall be made by Contractor to Subcontractor when Subcontractor's work is fully performed in accordance with the requirements of the Contract Documents, when all such work is accepted by Contractor and Owner, and ten (10) calendar days after such payment is received by Contractor from Owner. If Contractor does not receive payment from the Owner on its application, final payment will not be made to Subcontractor. If Contractor receives partial payment from Owner on its application, the corresponding percentage of the Subcontractor payment due will be paid. Payment by Owner to Contractor is an express condition precedent to payment by Contractor to Subcontractor and Subcontractor agrees to look solely to the funds paid by Owner to Contractor for Subcontractor's work for payment hereunder. Subcontractor assumes the risk of nonpayment by the Owner due to insolvency or other inability to pay. Before and as additional conditions to Contractor's issuance of Final Payment, Subcontractor shall provide Contractor the following: 1) signed and notarized standard unconditional final lien waiver; 2) signed and notarized unconditional final lien waivers from Subcontractor's subcontractors, suppliers, laborers and materialmen as required; 3) completion of all punch list requirements (punch list items must be completed within seven (7) calendar days of notification); and 4) any other close out requirement contained in the Contract Documents or required by law. The acceptance by the Subcontractor of its Final Payment shall be and operate

Subcontract #: SS16016204

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as a release to Contractor of all claims and all liability to the Subcontractor for all things done or furnished or relating to the work and for every act of alleged neglect of Contractor arising out of the Subcontract work.

Contractor may withhold from any progress payment or final payment otherwise due to Subcontractor, any amount necessary in Contractor's opinion to protect it from loss on account of Subcontractor's failure to fully comply with any requirement of this subcontract, including but not limited to: 1) defective work not remedied; 2) third party claims filed or reasonable evidence indicating probable filing of such claims; 3) failure of Subcontractor to make payments properly to sub-subcontractors or for labor, materials or equipment; 4) reasonable evidence that work cannot be completed for the unpaid balance of the Subcontract Sum; 5) reasonable evidence that the work will not be completed within the Subcontract time; or 6) failure to carry out work in accordance with the Subcontract Documents.

Payment by Contractor shall not be construed to be an acceptance of defective work or improper material.

Time Extension

If Subcontractor's work is materially delayed, hindered, interfered with or suspended by an event, condition or cause that would entitle Contractor to an extension of time under its contract with Owner, Subcontractor's sole and exclusive remedy is to request a time extension under this Subcontract. Subcontractor's right to a time extension for the above said event, condition or cause shall be expressly contingent on and subject to the following three conditions precedent: 1) Subcontractor shall have filed with Contractor a written notice of Subcontractor's intent to claim a time extension within 48 hours of the commencement of the delaying condition, or other cause; 2) Subcontractor shall have filed with Contractor a written claim for such time extension that otherwise complies with the requisites for making such a claim under the Contract Documents; and 3) Contractor actually obtains a time extension for such event, condition, or cause under the Contract Documents.

If Subcontractor's work is materially delayed, hindered, interfered with or suspended by any acts or omissions of Contractor or its subcontractors or suppliers, Subcontractor's sole and exclusive remedy is to request a time extension under this Subcontract. Subcontractor's right to a time extension for the above said hindrances, interferences or suspensions shall be expressly contingent on and subject to the condition precedent that Subcontractor shall have filed with Contractor a written notice of Subcontractor's intent to claim a time extension within 48 hours of the commencement of the delaying event, or any other cause. No other time extensions shall be granted to Subcontractor under this Contract.

Payment for Damages for Delay

No payment or compensation of any kind shall be made to Subcontractor for damages of any type because of hindrance or delay from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable unless Contractor has first recovered additional compensation for same on behalf of Subcontractor from Owner. Apart from Contractor's recovery from Owner, Subcontractor's sole and exclusive remedy for any delay shall be an extension in the performance time of Subcontractor's work as set forth previously.

If the work is delayed or terminated by any party, Contractor is not responsible to Subcontractor for any payment on labor, materials, equipment, Sub-subcontractor, overhead, lost profit or any other amounts related to work not performed. Furthermore, Contractor and Subcontractor waive all claims against each other for consequential damages relating to or arising out of this Subcontract, including any consequential damages due to Owner's delay or termination of the Work.

Additional Requirements

Subcontractor must have a competent designated foreman on site at all times when work is being performed.

Subcontractor is responsible for its own clean up. Failure to do so within forty-eight (48) hours of notification will result in Contractor completing this portion of work and back-charging Subcontractor. Subcontractor is responsible and required to make safe, clean-up, and haul off from the jobsite on a daily basis all debris, packaging, crating, rubbish, and excess materials, resulting from the work of this Subcontract.

Subcontract #: SS16016204

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Subcontractor is responsible to comply with all safety and O.S.H.A. requirements. Subcontractor's jobsite foreman will be responsible for Subcontractor's safety compliance and shall attend Contractor's weekly safety meetings.

Subcontractor is responsible for maintaining its own Hazardous Material information on site. Subcontractor is responsible for dust control, SWPPP's, track out, and other governmental requirements as required by the authorities for Subcontractor operation. Subcontractor shall comply with all applicable governmental laws, rules, and regulations of whatever nature (including but not limited to OSHA regulations, safety issues, environmental, and governmental requirements such as to dust and track out control, Storm Water Pollution Prevention Plan, and LEED requirements, if applicable). If Contractor is assessed any tax, fine, or penalty by any governmental entity or agency, including but not limited to fines or penalties assessed under OSHA, as a result of acts or violations committed by Subcontractor, its employees, agents, independent contractors or materialmen, Contractor shall be entitled to immediate reimbursement from Subcontractor in the amount of said fine, assessment and penalty and shall be entitled to deduct said amount from any amounts due Subcontractor hereunder.

If Contractor accepts material delivery for Subcontractor, Contractor is not responsible for the condition of said material. Contractor will not be responsible for any Subcontractor material or equipment not installed on site under the scope of this Subcontract. All said items will be the responsibility of the Subcontractor until properly installed.

Subcontractor shall respect and protect all other Subcontractors work in the performance of its own duties of this contract. To avoid conflict, Subcontractor will cooperate and coordinate scheduling and installation with Contractor and its subcontractors to ensure the timely successful completion of Project.

Change Orders

No Change Orders will be paid without written approval from Contractor's Project Managers. Field Superintendents will verify work only and do not have the authority to authorize expenditures without Project Manager approval. Overhead and profit on Change Orders is limited to 12% unless otherwise indicated on Contract Documents. Contractor reserves the right to confirm actual costs. Any dispute regarding extras by Subcontractor must be brought to Contractor's attention immediately. If a dispute for extras is not settled by the Subcontractor and Contractor, it must be the subject of a written claim by the Subcontractor to Contractor, made within twenty-one (21) calendar days of the date that the extra was incurred by the Subcontractor. If said claim is not settled, it shall be deemed denied. If the Subcontractor wishes to pursue the claim further, it may only do so by filing a demand of arbitration pursuant to the terms of this contract.

Assignment

Subcontractor shall not assign the whole or any part of Subcontractor Work or this Subcontract Agreement without prior written approval of Contractor.

Claim

A Claim is a demand or assertion by Subcontractor seeking any remedy under, or enforcement of, or adjustment or interpretation of, this Subcontract, or seeking any money or other relief relating in any way to the Project or Subcontractor's work on the Project. Claims shall be made initially to Contractor in writing within twenty-one (21) calendar days of the event or occurrence giving rise to the Claim. If written notice of the claim is not provided within twenty-one days, the Claim is waived. If the Claim is not resolved, or if forty-five (45) calendar days pass without a response from Contractor, the Subcontractor must file a demand for arbitration with Contractor. Such demand for arbitration must be filed within twenty-one (21) days of the Contractor's rejection of the claim, or within sixty (60) days of the initial notice of claim if no response is made.

Once a demand for arbitration is filed, Contractor may request mediation as a precondition to the arbitration. Such demand by Contractor may be made anytime prior to the arbitration hearing. If demand for mediation is made, Contractor and Subcontractor shall attempt to agree on a mediator to hear the Claim. If the parties cannot agree on a mediator, the Contractor shall select an agency or company to appoint a mediator, such as the American Arbitration Association, or some similar agency or company. Any agreement reached in mediation can be enforced as a settlement agreement in any court of competent jurisdiction.

Subcontract #: SS16016204

Page 7

If mediation is not requested or if the mediation fails, Contractor and Subcontractor shall attempt to agree on an arbitrator to hear the claim. If the parties cannot agree to an arbitrator, the Contractor shall select an agency or company to appoint the arbitrator such as the American Arbitration Association, or some similar agency or company. Any arbitration proceedings brought pursuant to this subcontract must be brought in Maricopa County, Arizona and any arbitration award shall be final and binding. The Arbitrator shall have authority to award the prevailing party its reasonable attorney's fees and other costs incurred in prosecuting and/or defending the Claim, together with the pre-award or post-award interest. All work by Subcontractor shall proceed during the processing of the Claim and arbitration. Any arbitration award can be enforced in any court of competent jurisdiction.

If Subcontractor defaults or persistently fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provisions of the Contract, Contractor, after five (5) calendar days of written notice to Subcontractor and without prejudice to any other remedy it may have, may take over the work of Subcontractor in its entirety, or in part, and may deduct the cost thereof, including compensation for additional services made necessary thereby, from payment then or thereafter due Subcontractor. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the work, such excess shall be paid to the Subcontractor, but if such expense exceeds such unpaid balance, Subcontractor shall pay the difference to Contractor.

Termination by Owner

If the Owner terminates the Contract for the Owner's convenience, Contractor shall promptly notify Subcontractor in writing of the termination and direct Subcontractor as required in the notice. Subcontractor shall notify its subcontractors and suppliers of the termination, and stop such on-going work and stop any pending purchase orders as necessary.

In the case of an Owner's termination for convenience, Subcontractor shall be entitled to payment for work performed, but only to the extent that the Contractor is paid for such work by Owner.

Integration

This subcontract supersedes all prior bids, correspondences, facsimiles, negotiations, or other communications, and, together with the Contract Documents, constitutes the entire agreement between Subcontractor and Contractor. Conditions and representations, oral or written, that are inconsistent with this Subcontract shall be of no effect unless mutually agreed to are in writing and signed by Subcontractor and Contractor.

Applicable Law

The Subcontract shall be governed by Arizona law.

Exhibits

The following Exhibits are incorporated by reference and made part of this Agreement:

Exhibit A: List of drawings, specifications, addenda, soils report, etc.

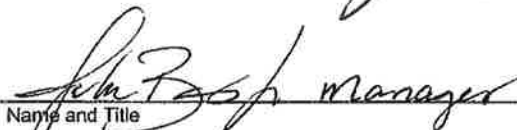
Exhibit B: Other, if any

Issued by Contractor by:


Blaine Spencer, Project Manager

On 9/12/16 (Date)

Accepted by:


Name and Title

On 7/5/16 (Date)

Of: **Par 2 Contractors LLC**

Arizona Projects only:

Arizona Transaction Privilege Tax Type (TPT): Modification B Initial

Par 2 Contractors, LLC
PO Box 843235
Hildale, Utah 84784

FRAMING PROPOSAL

February 4, 2016

Submitted to: Porter Brothers
1285 N. Fiesta Blvd.
Gilbert, Arizona 85233
Phone: (480) 545-7272
Fax: (480) 545-2822
E: chase@porterbrothers.com
ATTN: Chase

Residence Inn Flagstaff, Arizona

We hereby propose to furnish **Rough Carpentry** for The Residence Inn in Flagstaff, Arizona as per drawings by The Richardson Design Partnership, L.L.C. dated 12/14/16.

Proposal includes:

Labor & fasteners (nails)
Lumber, sheeting, joists & beams, trusses, Simpson hardware (except embedded)
Forklift, manlift, & craning as needed

Proposal excludes:

Embedded & welded Simpson Strong Tie & embedded bolts
All steel supply & erection (including shop-fab or site-fab hangers, steel stud framing)
Windows, doors, window wrap, tyvek, etc.
All gypsum/Densglas (interior & exterior)
Ceiling Drops/Int. soffits
Garbage removal from jobsite

Work shall be completed in a timely fashion and project site relating to rough carpentry will be left in an orderly condition.

Framing Proposal

\$1,125,294

Structural Steel Option

\$

Includes: Beams & columns, detailing, shop primer, erection, bollards, grab rail, elevator beams, sump grates, trash enclosure & shelter, anchor bolts for steel, assembly bolts, shipping to jobsite

Excludes: Lintels & ledger angles, Sitework including (gates, roof hatches, fencing except as noted), specialty & sheet metals (stainless, brass, aluminum, copper, etc.), Ramp Railing

Respectfully,
Brian Jessop

Par 2 Firm Contact Information

1 PM Firms for Porter Bros., Inc.

File Edit Records View Options Tools Windows Help

Grid

Firm Number: 6204 Par 2 Contractors LLC Vendor Group: 1

Grid Info Notes Contacts

Contact	Last Name	First Name	Sort Name	Title	Phone	Extension	Fax	Mobile Phone	E-Mail	Preferred Method
1	Barlow	Jake	JAKE BARLOW						par2contractors@speedmail.us	E - Email
2	Jessop	Brian	JESSOPBRIAN	Estimator	435-874-1310				par2brian@speedmail.us	E - Email
3	Dutson	Keith	DUTSONKEITH		435-874-1310				par2keith@speedmail.us	E - Email

Exhibit G


Par 2 Vendor Information



1 AP Vendor Master for Porter Bros., Inc.

File Edit Records View Options Tools Windows Help

Vendor: 6204 Par 2 Contractors LLC Vendor Group: 1

Grid Info Add'l Info Payment Method PB Info Notes Add'l Addresses Vendor Compliance Vendor Hold Codes I.C. Report Info

Name: Par 2 Contractors LLC
 Sort Name: PAR 2 CONTRACTO
 Contact: Jake Barlow
 Phone: 435-874-1310
 Fax:
☒ Active ☐ Temporary ☐ Selective Purge
 Master Vendor:
 Vendor Type
☒ Regular ☐ Supplier
 Payment Terms: 55 Net 15th
 Tax Code:
 GL Account:
 CM Account: 1
 Last Invoice Date: 1/11/17 

Payment Address
 Add'l Info:
 Address: PO Box 843235
 City: Hildale State: UT
 Zip Code: 84784 Country: US 
 Add'l Address:
 Purchasing Address
 Address: 1065 W. Utah Ave. Suite #3
 City: Hildale State: UT
 Zip Code: 84784 Country: US 
 Add'l Address:
 Contractors License: AZ 299509


Change tabs by using the arrow keys. Record 2401 of 2730  Change Co#: 1

Exhibit H